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May 6, 2019

By ECF
Hon. Judge Sterling Johnson, Jr.
Eastern District of New York
225 Cadman Plaza, East
Brooklyn, New York 11201

Hon. Judge Cheryl L. Pollak
Eastern District of New York
225 Cadman Plaza, East
Brooklyn, New York 11201

**Re: Star Cable NA, Inc. v. Total Cable USA LLC and 1StopMedia and Entertainment;
Fully Briefed Motion for Summary Judgment
Case No.: 16-CV-04067**

Dear Hon. Judge Johnson & Hon. Judge Pollak,

Enclosed please find the fully briefed motion for summary judgment filed by the Defendants Total Cable USA LLC and 1stop Media & Entertainment Inc. The motion for summary judgment was served on March 25, 2019 on the Plaintiff's attorney. The opposition was received on April 23, 2019 beyond the date provided in the briefing schedule, though I consented in the change of briefing schedule, no Court approval was obtained by the Plaintiff's Counsel. The Defendant's reply to the opposition was served on May 4, 2019. Also enclosed is the covering letter for the serving the motion for summary judgment on the Plaintiff on March 25, 2019.

Respectfully Submitted,

_____/s/
Satish K. Bhatia (SB9222)

To: Michael Cassell, Esq.
Via: ECF

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By: Email mcassell@hogancassell.com & FedEx

March 25, 2019

Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753

RE: Star Cable v Total Cable USA LLC; Index No. 16-cv-4067

Dear Michael,

Enclosed is the notice of motion and supporting documents as ordered by the
Honorable Judge.

Yours Truly,

_____/s/_____

Satish K. Bhatia, Esq. (Sb9222)

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.
-----X

**AMENDED NOTICE OF MOTION SEEKING SUMMARY JUDGMENT TO DISMISS
THE COMPLAINT AGAINST TOTAL CABLE USA LLC**

PLEASE TAKE NOTICE that on May 7, 2019 or as soon as counsel can be heard, at the United States District Court, 225 Cadman Plaza East, Brooklyn, NY 11201, before the Honorable Sterling Johnson Jr., U.S.D.J., the Defendant Total Cable USA LLC., by its attorneys Bhatia & Associates PLLC, will move this Court seeking summary judgment to dismiss the complaint against the Defendant Total Cable USA LLC., along with any other just and proper relief. The opposition to the motion is due on April 9, 2019 and the response to the opposition is due on April 25, 2019.

Dated: April 3, 2019

Respectfully submitted,

/s/

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To: Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753
(516) 942-4700

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
STAR CABLE NA, INC.,

**Docket No 16-cv-04067
Assigned Judge Hon. Pollak**

Plaintiff,

**AFFIRMATION IN
SUPPORT OF NOTICE
OF MOTION SEEKING
SUMMARY JUDGMENT
TO DISMISS THE
COMPLAINT**

vs.

**TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10**

Defendants.
-----X

Satish K. Bhatia, the attorney of record for Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV who is associated with Bhatia & Associates PLLC affirms under penalty of perjury as follows:

1. I am associated with Bhatia & Associates PLLC, the attorney of the record for the Defendants Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV and as such I am familiar with the facts and circumstances of this case.
2. I am making this affirmation in support of the Defendant Total Cable USA LLC's motion seeking summary judgment to dismiss the complaint inter alia on the ground that Total Cable USA LLC is no longer in business, was dissolved in May 2016 and filed for bankruptcy Chapter 7 in which Total Cable USA LLC was discharged and in fact Total Cable USA LLC never had any business in broadcasting channels.

3. On or about July 22, 2016, the Plaintiff Star Cable NA Inc. had commenced the present action against the Defendant Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV alleging copyright violations of various channels in which the Plaintiff has exclusive rights to broadcast (Docket No. 1, July 26, 2016). Subsequently, on or about July 6, 2017, the Plaintiff Star Cable NA Inc. filed a second amended complaint (Docket No. 38, July 6, 2017). In paragraph 1 of the complaint, the Plaintiff alleged that the Plaintiff has exclusive rights in the United States and Canada to distribute the programming services including i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekushey TV viii) Somoy. In paragraph 20 of the second amended complaint, the Plaintiff alleged that the Defendant Total Cable USA LLC advertised the exclusive services to their customers who desired to watch Bangladeshi programming. The copy of the second amended complaint is annexed with this affirmation as **Exhibit A**.
4. On or about September 16, 2016, the Defendant Total Cable USA LLC in response to the Plaintiff's complaint filed the answer (Docket No. 11, September 16, 2016). The Defendant Total Cable USA LLC denied the allegations contained in paragraph 1 of the complaint. The Defendant Total Cable USA LLC also denied the allegations contained in paragraph 20 of the complaint and states that Total Cable USA LLC does not redistribute any services as alleged in paragraph 20 of the complaint. In the fourth affirmative defense, Total Cable USA LLC alleged that it does not sell or distribute cable TV services. In the fifth affirmative defense Total Cable USA LLC stated that Total Cable USA LLC was dissolved in May 2016. In the first counterclaim, the Defendant Total Cable USA LLC claimed a judgment for attorney fees on the ground that the

Plaintiff knew very well that the Defendant is not involved in the sale or distribution of television signals. The copy of the answer is annexed with this affirmation as **Exhibit B**.

5. On or about August 7, 2017, Defendant Total Cable USA LLC had filed a motion seeking dismissal of the complaint in which the Plaintiff seeks damages and injunctive relief against Total Cable USA LLC (Docket No. 43, August 7, 2017). In the motion to dismiss Total Cable USA LLC alleged that Total Cable USA LLC has not been broadcasting business since Total Cable USA LLC was dissolved in May 2016 and subsequently in December 2016, Total Cable USA LLC filed for Chapter 7 bankruptcy Petition and the Final Decree was passed in January 2017. The copy of the notice of motion seeking dismissal of the complaint is annexed with this affirmation as **Exhibit C**.
6. This Honorable Court denied the Defendant's motion on January 18, 2018 (Docket No. 58, January 23, 2018). The Court was of the opinion that even though Total Cable USA LLC was dissolved, a corporation may be held liable on cause of action that accrues after dissolution of the corporation. The Court further held that the complaint should not be dismissed on the grounds that the Final Decree was issued by the Bankruptcy Court in January 2017. The Court opined based upon the allegations contained in the second amended complaint wherein the Plaintiff claims that the Defendant Total Cable USA LLC continued to use the Plaintiff's exclusive services and has the right to obtain injunctive relief. In the order, the Court held that this type of injunctive relief is not dischargeable by bankruptcy. The copy of the order denying the motion to dismiss with supporting documents is annexed with this affirmation as **Exhibit D**.

7. In the operative part of the order, the Court held that the parties should be allowed to engage in discovery to determine the extent of any authorized users of the exclusive services that would entitle the Plaintiff to relief.
8. The discovery was conducted after passing of the order dated January 18, 2018. Defendant Total Cable USA LLC requested the Plaintiff to provide responses to interrogatories and also to provide the documents showing that the Defendant Total Cable USA LLC had been broadcasting the channels allegedly owned by the Plaintiff Star Cable NA.
9. In response to request for documents by Total Cable USA LLC, the Plaintiff provided approximately 214 documents, Bate Stamped 1-214. Out of the 214 documents, the documents Bate Stamped 162-214 presumptively have been filed by the Plaintiff to establish that the Defendant Total Cable USA LLC continues to broadcast TV channels. I have reviewed the documents bate Stamped 162-214. None of these documents show that Total Cable USA LLC is involved with the business of broadcasting TV channels. Almost all of the documents Bate Stamped 166-214 show that it is Total Cable Bd broadcasting the channels and not Total Cable USA LLC. It appears that the Plaintiff is confused with the words "Total Cable", there are many corporations that start with the words "Total Cable" but they have nothing to do with Total Cable USA LLC which is one of the Defendants in the present case. The documents Bate Stamped 162-163 show that Total Cable USA LLC applied for registration of the trademark "Total Cable" on August 22, 2014 and the mark was abandoned on June 11, 2015. The documents stamped 164-165 show that Total Cable USA LLC was incorporated on October 20, 2013 and Total Cable USA LLC was dissolved in May 2016. The documents Bate Stamped

162-165 do not establish that Total Cable USA LLC was in business after it was dissolved in May 2016. The remaining documents Bate Stamped 166-214 do not pertain to Total Cable USA LLC but pertain to a different corporation named Total Cable BD, to which Total Cable USA LLC had not relation whatsoever. The copy of the documents stamped 162-214 are collectively annexed as **Exhibit E**.

10. On or about June 18, 2018, Syed Ahmed who was the managing member of Total Cable USA LLC and who had filed the Chapter 7 Bankruptcy Petition on behalf of Total Cable USA LLC appeared in the deposition conducted by the Plaintiff's attorney Mr. Hogan and in response to various questions, he clarified that Total Cable USA LLC is a different corporation and has no relations whatsoever to the other corporations that start with the words "Total Cable", particularly at page 48, lines 9-22 where Mr. Ahmed testifies that he did not create any other company other than Total Cable USA LLC. At page 48, lines 23-25, Mr. Ahmed testified that he did not know any company by the name of Total Cable Bd. At page 50, lines 13-16, Mr. Ahmed testified that Total Cable USA LLC never did any business and Total Cable USA LLC had no transactions. At page 47, lines 1-5 Mr. Ahmed testified that Total Cable USA LLC did not have any assets and it filed for bankruptcy. At page 48, lines 7-12, Mr. Ahmed testified that he is not aware of any company by the name of Total Cable TV. At page 48, lines 13-15, Mr. Ahmed testified that he had nothing to do with the company with the description Total Cable TV. At page 54, lines 14-16, Mr. Ahmed testified that Total Cable USA LLC did not have any website and did not maintain any website prior to filing bankruptcy. At page 59, lines 12-14, Mr. Ahmed testified that Total Cable USA LLC did not maintain any bank accounts. At page 59, lines 11-25 and page 60, lines 1-11, Mr. Ahmed testified that Total Cable USA LLC

did not have any revenue in the years 2012, 2013, 2014, 2015, 2016, 2017 and 2018. At page 66, lines 14-16, Mr. Ahmed testified that Total Cable USA LLC never provided any set up boxes to anyone. Mr. Ahmed reiterated at page 68, lines 6-9, that he did not have any interest or knowledge about Total Cable Bd. At page 77, lines 10-12, Mr. Ahmed testified that Total Cable USA LLC never had any bank accounts. The copy of the relevant pages of the transcripts is annexed with this affirmation as **Exhibit F**.

11. On or about February 22, 2019, the deposition of Ahmodul Barobhuiya who was a member of Total Cable USA LLC was conducted by the Plaintiff's attorney. Mr. Barobhuiya testified at page 27, lines 16-24 that he acquired 30%-33% of the interest by the end of 2013 of Total Cable USA LLC. At page 28, lines 5-12, he stated that he did not apply for and create or help create a bank account in the name of Total Cable USA LLC. At page 30, lines 16-18 he stated that he did not prepare any business plan for Total Cable USA LLC. At page 31, lines 8-11, he stated that Total Cable USA LLC did not acquire any equipment or software. At page 31, lines 23-25 and page 32, lines 2-7 he stated that Total Cable USA LLC does not have any relationship with Total Cable Bd and that he was not familiar with Total Cable Bd. At page 35, lines 21-24, he testified that Total Cable USA LLC received rights from Z Group and Jamuna TV but they did not broadcast anything. At page 37, lines 22-25 and page 38, lines 2-4, Mr. Barobhuiya testified that Total Cable USA LLC does not have any authority to show channels to customers right now anymore. At page 41, lines 18-22, he testified that Total Cable USA LLC did not have any rights to provide the service known as Star TV. At page 42, lines 9-12 Mr. Barobhuiya testified that Total Cable USA LLC does not exist anymore. They are not in business anymore and they filed for bankruptcy. At page 42, lines 15-18, Mr.

Barobhuiya admits that Total Cable USA LLC did not have any rights to provide Star TV Bangladesh or Bangla to any customers. At page 42, lines 19-22, Mr. Barobhuiya testified that Total Cable USA LLC never had any rights to provide the channel known as NTV Bangla or Bangladesh. At page 43, lines 2-4, Mr. Barobhuiya testifies that Total Cable USA LLC did not have any rights to provide Channel 1. At page 43, lines 5-8, Mr. Barobhuiya testifies that Total Cable USA LLC did not have any rights to provide the Channel Willow. At page 43, lines 9-12, he states that Total Cable USA LLC did not have any rights known as Ten Sports. At page 43, lines 9-22, in response to the question "What channels does Total Cable USA LLC have the right to?" Mr. Barobhuiya stated, "Total Cable USA LLC does not exist anymore." At page 44, lines 3-11, he testifies that Total Cable USA LLC had a contract with Z TV in the beginning of 2014, then they had a contract with Jamuna TV and Total Cable USA LLC never broadcast nor showed to any customers, those channels were never provided over the internet and Total Cable USA LLC never did any business with these channels. AT page 44, lines 18-22, he testified that Total Cable USA LLC never provided Star Television and TV Bangladesh Channel 1, Sony TV, Willow TV and Ten Sports. At page 44, line 25 and page 45, lines 1-3, he testified that Total Cable USA LLC never operated any website. At page 45, lines 4-7, he testified that any entity relate to Total Cable USA LLC never operated any website for Total Cable USA LLC. At page 45, lines 8-10, he testified that Total Cable USA LLC did not have any assets. At page 45, lines 23-25, Mr. Barobhuiya testified that Total Cable USA LLC never had any revenue. At page 46, lines 1-4, Mr. Barobhuiya testified that Total Cable USA LLC never had any bank account. At page 46, lines 12-14, he states that no content was ever sold by Total Cable USA LLC. At page 47, lines

22-24, Mr. Barobhuiya that Total Cable USA LLC never used the service of any accountant. At page 47, line 25 and page 48, line 2, Mr. Barobhuiya testified that Total Cable USA LLC never used any bookkeeper. At page 48, lines 2-10, he testified that Total Cable USA LLC did not have any customers. At page 48, lines 14-25, Mr. Barobhuiya testified that Total Cable USA LLC did not have any technician and Total Cable USA LLC did not employ any individual in the Bangladesh Call Center, did not send any money to Bangladesh and did not have any employees. At page 49. Lines 2-3, he testified that Total Cable USA LLC did not provide any set up boxes. The copy of the relevant portions of the deposition of Mr. Barobhuiya are annexed as **Exhibit G**.

12. In the order by the Court dated January 23, 2018 (Exhibit D), the Court noted that the Plaintiff alleges continuing harm caused by the Defendant's unauthorized use of the exclusive services of the Plaintiff in the second amended complaint. The Court therefore allowed the parties to engage in discovery to determine the extent of unauthorized uses of the exclusive services that will entitle the Plaintiff to relief. The deposition of Syed Ahmed the former managing member of Total Cable USA LLC, the deposition of Ahmodul Barobhuiya and other members of Total Cable USA LLC conclusively establish that Total Cable USA LLC was inactive and has not been engaged in any services of the Plaintiff. The Plaintiff during a discovery request failed to provide any document showing that Total Cable USA LLC was involved or has been currently involved in broadcasting services. The documents provided by the Plaintiff in response to discovery show that it was Total Cable BD that is involved in the broadcasting business and not Total Cable USA LLC. The Plaintiff failed to provide any documentary evidence to establish unauthorized uses of the exclusive services that would entitle the

Plaintiff to any relief. At the time of recording the deposition, the undersigned attorney had informed the Plaintiff's attorney Mr. Hogan, that without going into respective allegations of the parties, the Defendant Total Cable USA LLC was prepared to given an undertaking that Total Cable USA LLC was never engaged in unauthorized uses of the exclusive services of the Plaintiff and would never engage in unauthorized uses of the Plaintiff's services. Even during the last Court hearing, the undersigned attorney informed your Honor that Total Cable USA LLC is prepared to give a statement that it was never engaged in the uses of the exclusive services as alleged by the Plaintiff in the second amended complaint.

13. There are no triable issues of the facts regarding use of the services by Total Cable USA LLC and there are no triable issues of the facts that there is no cause of action for the damages due to alleged unauthorized use of the Plaintiff's service by Total Cable USA LLC.

WHEREFORE, Total Cable USA LLC requests that the relief requested in the notice of motion for summary judgement seeking dismissal of the complaint be granted along with any other just and proper relief.

Dated: March 25, 2019

_____/s/
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EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

**SECOND
AMENDED COMPLAINT**

TOTAL CABLE USA LLC. and ISTOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

Defendants.
-----X

The plaintiff, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"), by its attorney, as and for its Second Amended Complaint herein against the defendants, alleges the following:

NATURE OF THE ACTION

1. The defendants in this action, Total Cable USA LLC. ("Total Cable") and IStopMedia and Entertainment, Inc. d/b/a Radiant IPTV ("Radiant") (Total Cable and Radiant will collectively be referred to as "Defendants") are involved in the sale and distribution of cable television services to their customers, which include various programming, to which they are not entitled. The programming originates in Bangladesh via an internet protocol television system ("IPTV"). Plaintiff is an IPTV cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services IPTV, WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services"). This is an action, based upon the discovery that Defendants, in direct violation of Plaintiff's exclusive rights, are receiving and using,

divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services. This is true with respect to each of the Exclusive Services except exclusive rights are shared with Radiant for Independent TV, in which Radiant may have some rights. Otherwise, Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law. In this action, Star Cable seeks declaratory and injunctive relief and monetary damages, costs and attorneys' fees.

PARTIES

2. Star Cable NA, Inc. is a New York corporation that has its principal place of business at 3839 Bell Boulevard, Bayside, New York 11361.

3. Total Cable USA is a New York business that has its principal place of business at 37-19 57th Street, Woodside, New York 11377, and which operated as a NY registered LLC from October 22, 2013 until May 2, 2016, on which date it was dissolved. Prior to October 22, 2013, Total Cable USA, upon information and belief, operated as a subsidiary of Lalon TV, Inc. an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram NY. Both Total Cable USA, LLC and Lalon TV, Inc. list their Department of State process to be served upon Ahmodul Barobhuiya, who upon information and belief is the principal of Total Cable USA. Moreover, in a Bankruptcy proceeding in the Southern District of New York (In Re: World Cable, Inc Case No: 14-10379 (MG)) Lalon TV, Inc. entered an appearance by counsel as Lalon TV, Inc. A/K/A Total TV, A/K/A Total Cable.

4. 1Stop Media and Entertainment, Inc. ("1Stop") is an Illinois corporation with headquarters located at 3833 Gladston Drive, Naperville, Illinois 60565. On the FCC Form

499, which identifies certain communication business data, 1Stop lists “other trade names” to include Radiant IPTV. Further the CEO of 1Stop, Saiful Siddique, lists himself as the COO of Radiant IPTV. Mr. Siddique identifies himself as having addresses in Naperville, Illinois, for the purposes of his FCC filing and Brunswick, New Jersey for the purposes of 1Stop’s Secretary of State incorporation data. 1Stop also does business as Radiant IPTV. On its Facebook page Radiant IPTV lists its parent corporation as 1Stop.

5. 1Stop d/b/a Radiant IPTV appears to operate from 150-47 Hillside Avenue, Jamaica, New York 11432. 1 Stop d/b/a Radiant appears to operate out of the second floor of that two story building, however the second floor is entirely occupied by Marvel Cable and Broadcasting, LLC, a New York LLC with its principal place of business at 150-47 Hillside Avenue. When a customer pays for Radiant IPTV services by credit card, the payment is received by 1Stop.

6. ABC, INC., XYZ CORP. and JOHN DOES 1-10 are fictitious names of persons and entities that are the persons or corporate owners of Defendants. Although Plaintiff exercised its best efforts in discovering the true names and ownership interest of said named defendants, defendants seem to be engaged in a scheme to evade detection of their proper name and ownership. As such, Plaintiff reserves its right to amend this Second Amended Complaint upon discovery of true names and ownership of Total Cable USA LLC and 1Stop d/b/a Radiant IPTV, whether held in corporate or individual form.

JURISDICTION AND VENUE

7. This action arises under 47 U.S.C. §605 (a) and supplemental law claims.

8. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and/or 28 U.S.C. § 1332 as there is a Federal question and/or dispute in excess of the jurisdictional

limits, and supplemental jurisdiction over the state law claims. Venue is properly established in the Eastern District of New York pursuant to 28 U.S.C. §§ 1391(b) and 1400(a), as Defendants reside in the District, do business in this District and a substantial part of the events giving rise to the claim occurred in the District.

FACTUAL BACKGROUND

9. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, NY to its subscribers via the internet in the process known as Internet Protocol Television.

10. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights"). In exchange for the Exclusive Rights, Star Cable continues to pay the programming service provider's license fees, which generally increase annually in accordance with the terms of these multi-year agreements. Such annual increases are often double and/or triple the previous year's license fee. As such, Star Cable pays significant amounts for its Exclusive Rights.

11. The Agreements are part of the marketing scheme of the Exclusive Services.

12. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.

13. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month.

14. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.

15. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.

16. At all times pertinent to this Complaint, Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i)

Independent TV (as it applies to Total Cable); ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV for all regions within the United States and Canada.

17. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television. A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited. Payments have been made by Star Cable on each of these Agreements.

DEFENDANTS

18. Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.

19. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.

20. Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.

21. Defendants do not have rights to transmit or sell the eight channels over an IPTV delivery system in any part of the United States or Canada.

22. Despite not having rights to transmit the Exclusive Services and in direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Defendants are not authorized to redistribute said communications over their IPTV systems in the United States or Canada. Said actions of Defendants are an unauthorized divulgence of satellite signals.

23. Defendants' violations of said exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.

Count I
47 U.S.C. § 605

24. Plaintiff incorporates the preceding paragraphs as if each allegation was fully set forth herein.

25. Through the transmitting, retransmitting, use, divulgement and sale of the Exclusive Services Defendants have violated various provisions of 47 U.S.C. § 605.

26. The use of the signals of the Exclusive Services in a manner in which they are not entitled, including effectuating the unauthorized receipt in the United States and transmitting, retransmitting, use, sale and divulging said Exclusive Services, which are radio communications,

to persons not entitled to the Exclusive Services for the purposes of commercial advantage and private financial gain is designed to injure, and will continue to injure Star Cable and cause it financial damage and irreparable harm.

27. Defendants knew or should have known and had reason to know that assisting a third person in the reception and use of the Exclusive Services without authorization, was and is illegal and prohibited.

28. Pursuant to 47 U.S.C. § 605(e)(3), Plaintiff is entitled to: equitable relief, either statutory damages of \$1,000.00 to \$10,000.00 per violation (each customer of Defendants' receiving each or all such Exclusive Services) or actual damages plus any profits realized by Defendants for each violation of 47 U.S.C. § 605(a), reasonable attorneys' fees and costs.

Count II **UNJUST ENRICHMENT**

29. Plaintiff hereby incorporates the preceding paragraphs as if set forth fully herein.

30. Through the re-broadcasting scheme described above Defendants have received a financial benefit by, among other things, receiving subscription fees from each of Defendants' customers that have subscribed to the Exclusive Services.

31. The financial benefit to Defendants was to the detriment of Plaintiff in that Defendants' customers who purchase the Exclusive Services would have had to acquire them from Star Cable rather than Defendants, thereby depriving Star Cable of subscription fees.

32. Defendants have been unjustly enriched through these actions, and equity and good conscience requires restitution to Plaintiff.

33. Star Cable has been damaged through the unjust enrichment of Defendants and

seeks remedy for the same.

Count III
CONVERSION

34. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

35. Through the rebroadcasting scheme described above Defendants exercised and assumed unauthorized dominion and control over the signal of the Exclusive Services and disseminated and divulged said communications signals to third parties for payment and without the authorization of Plaintiff.

36. Star Cable was excluded from exercising any control over the dissemination and divulgement of the signals of the Exclusive Services to third parties and received no income from this unauthorized use and divulgement.

37. Plaintiff has been damaged through the unauthorized conversion of the signals of the Exclusive Services for which Star Cable seeks remedy.

Count IV
UNFAIR COMPETITION

38. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

39. Through the rebroadcasting scheme described above Defendants misappropriated the product of Star Cable, namely the licensed Exclusive Services.

40. Defendants' misappropriation of the Exclusive Services was undertaken in bad faith and without the authorization of or payment to Star Cable for the sale and divulgement of the Exclusive Services.

41. Plaintiff has been damaged through Defendants' unfair competition with reference to Plaintiff's Exclusive Services and seeks remedy for the same.

WHEREFORE, Plaintiff requests that this Court grant the following relief:

- (1) Declare that Defendants' unauthorized sale, use and divulgement of the Exclusive Services without authorization violated 47 U.S.C. § 605(a) and that such violations were committed intentionally and for the purposes of commercial advantage and private financial and commercial gain;
- (2) In accordance with 47 U.S.C. § 605(e)(3), permanently enjoin Defendants, their agents, servants, employees, and those controlled directly or indirectly by any of them from the distribution, sale, rebroadcast or divulgement of the Exclusive Services;
- (3) In accordance with 47 U.S.C. § 605(e)(3), award Plaintiff against Defendants, damages for all losses incurred as a result of Defendants' violations:
 - (a) The actual damages that Plaintiff has suffered, together with any additional profits earned by Defendants, or alternatively at Plaintiff's election,
 - (b) Statutory damages in an amount between \$1,000 and \$10,000 for each of the customers to which the Exclusive Services were sold and/or distributed by Defendants.
- (4) An accounting of all profits and expenses realized by Defendants in violation of 47 U.S.C. § 605, together with Defendants' production of all records reflecting sales of the Exclusive Services;
- (5) An Order imposing a constructive trust based upon Defendants' unjust

enrichment derived from profits on sales of the Exclusive Services, and based upon their conversion of profits diverted from and properly due to Star Cable by reason of theft of its product;

(6) An assessment of damages, to be determined at trial, based upon the New York Law of Unfair Competition;

(7) In accordance with 47 U.S.C. § 605 an award of all of Plaintiff's reasonable attorneys' fees and costs of this action; and

(8) Grant such other and further relief as is just.

Dated: July 6, 2017

HOGAN & CASSELL, LLP
Attorneys for Plaintiff

By:  _____

Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753
Tel. 516-942-4700
mcassell@hogancassell.com

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

STAR CABLE NA, INC.

Plaintiff(s)

v.

TOTAL CABLE USA, LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV, ABC,
INC., XYZ CORP. and JOHN DOES 1-10

Defendant(s)

Civil Action No. 16-CV-04067 (SJ)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* 1StopMedia and Entertainment, Inc., 3833 Gladston Drive, Naperville, Illinois 60565

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael Cassell, Esq.
Hogan & Cassell, LLP
500 North Broadway, Suite 153
Jericho, NY 11753

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

DOUGLAS C. PALMER
CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

Star Cable NA INC.

Plaintiff,

-Against-

Total Cable USA LLC. and Radiant IPTV

Defendants.

X

X

INDEX NO. 16-CV-04067
Assigned to: Judge Sterling
Johnson Jr.
Referred to: Magistrate Judge
Cheryl L. Pollak

ANSWER BY THE DEFENDENT
TOTAL CABLE USA LLC

Defendant Total Cable USA LLC (hereinafter referred to as "Defendant") by its attorneys Bhatia & Associates PLLC interposes the following Answer to the above Complaint:

NATURE OF ACTION

1. The allegations contained in ¶ 1 of the Complaint pertaining to answering Defendant are denied. Each and every allegation contained in paragraph under reply is denied specifically and categorically.

PARTIES

2. The allegations contained in ¶ 2 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
3. The allegations contained in ¶ 3 of the Complaint are admitted to the extent that answering Defendant operated as a New York registered LLC from October 22, 2013 until May 2, 2016, on which date it was dissolved. The rest of the allegations contained in paragraph under reply are denied.

4. The allegations contained in ¶ 4 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
5. Allegations pertaining paragraph 5 do not pertain to the answering defendant and needs no response or reply.

JURISDICTION AND VENUE

6. The allegations contained in ¶ 5 of the Complaint pertain to provisions of law and need no reply.
7. The allegations contained in ¶ 6 of the Complaint pertain to provisions of law and need no reply.

FACTUAL BACKGROUND

8. The allegations contained in ¶ 7 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
9. The allegations contained in ¶ 8 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
10. The allegations contained in ¶ 9 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
11. The allegations contained in ¶ 10 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
12. The allegations contained in ¶ 11 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
13. The allegations contained in ¶ 12 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

14. The allegations contained in ¶ 13 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

15. The allegations contained in ¶ 14 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

DEFENDANTS

16. The allegations contained in ¶ 15 of the Complaint are denied.

17. The allegations contained in ¶ 16 of the Complaint are denied.

18. The allegations contained in ¶ 17 of the Complaint are denied.

19. The allegations contained in ¶ 18 of the Complaint are denied. The allegations are misconceived besides being false. Answering Defendant does not transmit or sell any channel as alleged in paragraph under reply.

20. The allegations contained in ¶ 19 of the Complaint are denied. The allegations are misconceived besides being false. Answering Defendant does not redistribute any communication or IPTV system as alleged in paragraph under reply.

21. The allegations contained in ¶ 19 of the Complaint are denied.

COUNT I

22. Defendant reiterates and realleges the averments contained in ¶ 1-20 of this Answer as if each allegation was fully set forth herein.

23. The allegations contained in ¶ 22 of the Complaint are denied.

24. The allegations contained in ¶ 23 of the Complaint are denied.

25. The allegations contained in ¶ 24 of the Complaint are denied.

26. The allegations contained in ¶ 25 of the Complaint are denied.

COUNT II

UNJUST ENRICHMENT

27. Defendant reiterates and realleges the averments contained in ¶ 1-25 of this Answer as if each allegation was fully set forth herein.

28. The allegations contained in ¶ 27 of the Complaint are denied.

29. The allegations contained in ¶ 28 of the Complaint are denied.

30. The allegations contained in ¶ 29 of the Complaint are denied.

31. The allegations contained in ¶ 30 of the Complaint are denied.

COUNT III

CONVERSION

32. Defendant reiterates and realleges the averments contained in ¶ 1-30 of this Answer as if each allegation was fully set forth herein.

33. The allegations contained in ¶ 32 of the Complaint are denied.

34. The allegations contained in ¶ 33 of the Complaint are denied.

35. The allegations contained in ¶ 34 of the Complaint are denied.

COUNT IV

UNFAIR COMPETITION

36. Defendant reiterates and realleges the averments contained in ¶ 1-34 of this Answer as if each allegation was fully set forth herein.

37. The allegations contained in ¶ 36 of the Complaint are denied.

38. The allegations contained in ¶ 37 of the Complaint are denied.

39. The allegations contained in ¶ 38 of the Complaint are denied.

FIRST AFFIRMATIVE DEFENSE

40. The Complaint fails to disclose any cause of action against answering Defendant.

SECOND AFFIRMATIVE DEFENSE

41. No cause of action ever accrued to Plaintiff to commence the present action against Defendant.

THIRD AFFIRMATIVE DEFENSE

42. Defendant has no relationship whatsoever with Defendant Radiant IPTV. Complaint is liable to be dismissed due to misjoinder of parties.

FOURTH AFFIRMATIVE DEFENSE

43. Answering Defendant does not sell or distribute cable television services. Defendant does not have a place of business in Woodside, NY. Defendant's place of business is at 15 Westmoylan Lane, Coram, NY 11727.

FIFTH AFFIRMATIVE DEFENSE

44. Defendant Corporation was dissolved on May 2, 2016. As such, Defendant Corporation being dissolved, cannot be sued.

FIRST COUNTERCLAIM

45. Plaintiff has dragged answering Defendant into false and frivolous litigation. Plaintiff knows very well that Defendant is not involved in the sale or distribution of television signals through IPTV distribution system. Answering Defendant had a few contracts to get distribution rights from channel owners, and sell to operators. Answering Defendant does not interact with any customers. Due to the false, frivolous, and vexatious litigation commenced by Plaintiff, answering Defendant claims judgment for reasonable attorney fees and other incidental expenses.

The prayer clause contained in the Complaint is denied. Plaintiff is not entitled to any relief requested in paragraphs 1-8 of the prayer clause. Defendant requests that Complaint be dismissed with costs. Defendant further requests that the Judgment for the relief requested in the Counterclaim be granted, along with any other just and proper relief.

Dated: September 16, 2016
New York, NY

_____/s/d/
Satish K. Bhatia, Esq. (SB9222)
Bhatia & Associates PLLC
38W 32nd Street, Suite 1511
New York, NY, 10001
Tel: 212-239-6898
Fax: 212-594-7980

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

AFFIRMATION OF

TOTAL CABLE USA LLC. and RADIANT IPTV

MAILING

Defendants.
-----X

Satish K. Bhatia, Esq., the attorney for the Defendant Total Cable USA LLC., duly admitted to practice law in the Eastern District of New York swears under the penalty of perjury that I have served a copy of the answer to the attorney for the plaintiff by Ordinary First Class Mail on September 16, 2016 at the following addresses:

Daniel J. Lefkowitz, Esq.
Daniel J. Lefkowitz, Esq., P.C.
16 Titus Lane
Cold Spring Harbor, New York, 11724

Dated: September 16, 2016
New York, NY

_____/s/d/
SATISH K. BHATIA, ESQ.(SB9222),
Bhatia & Associates PLLC
38 West, 32nd Street, Suite #1511
New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

-----X
TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.
-----X

NOTICE OF MOTION TO DISMISS THE COMPLAINT AGAINST TOTAL CABLE
USA LLC.

PLEASE TAKE NOTICE that on September 13, 2017, at 11AM, or as soon as counsel can be heard, at the United States District Court, 225 Cadman Plaza East, Brooklyn, NY 11201, before the Honorable Sterling Johnson Jr., U.S.D.J., the Defendant Total Cable USA LLC., by its attorneys Bhatia & Associates PLLC, will move this Court for dismissing the action against the Defendant Total Cable USA LLC., along with any other just and proper relief. The response of the motion is due on July 18, 2017 and the response is due on August 8, 2017, as per order of the Court dated July 10, 2017.

Date: New York, New York

July 11, 2017

Respectfully submitted,

_____/s/

SATISH K. BHATIA, ESQ.(SB9222),
Bhatia & Associates PLLC
38 West, 32nd Street, Suite #1511

New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

To: Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753
(516) 942-4700

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.

AFFIRMATION IN
SUPPORT OF MOTION
SEEKING DISMISSAL OF
THE COMPLAINT
AGAINST DEFENDANT
TOTAL CABLE USA LLC

Satish K. Bhatia, Esq., the Attorney of the defendants affirms under penalty or perjury as follows:

1. I am the Attorney of the record for the defendants Total Cable USA LLC. and Radiant IPTV and as such I am fully conversant with the facts and circumstances of the case.
2. I am making this affirmation in support of Notice of Motion seeking dismissal of the complaint against the defendant Total Cable USA LLC.
3. On or about July 6, 2017, the plaintiff filed second amended complaint against the defendants Total Cable USA LLC and Radiant IPTV.
4. In paragraph 3 of the second amended complaint, the plaintiff admitted that defendant Total Cable USA LLC., was dissolved on May 2, 2016. Total Cable USA LLC. was officially dissolved on May 2, 2016. The application for dissolution of the corporation was filed by the accountant as the members of Total Cable USA LLC. resolved to dissolve the corporation. The copy of the application

for dissolution and certificate of dissolution are collectively annexed with this affirmation as **Exhibit A**.

5. In Count I of the second amended complaint, the plaintiff claimed statutory damages of \$1,000-\$10,000 for violation of the plaintiff copy rights and attorney's fees and costs. In Count II of the second amended complaint, the plaintiff claimed damages due to unjust enrichment. In Count III of the second amended complaint, the plaintiff claimed damages through unauthorized conversions of the signals of the exclusive services. In Count IV of the first amended complaint, the plaintiff claimed damages to the defendant's unfair competition with reference to the plaintiff's exclusive services and seek remedies for the same. The copy of the second amended complaint is annexed with this affirmation as **Exhibit B**.
6. Subsequently, after commencement of this action, Total Cable USA LLC. filed chapter 7 Bankruptcy Petition in the Bankruptcy Court Eastern District. Star Cable NA INC was shown one of the creditors in the Chapter 7 Bankruptcy petition in schedule E/F. The copy of the schedule E/F showing Star Cable as one of the creditors is annexed with this affirmation as **Exhibit C**.
7. On or about January 25, 2017, the Bankruptcy Court passed the final decree. The copy of the decree passed by the Bankruptcy Court is annexed with this affirmation as **Exhibit D**.
8. On or about September 16, 2016, defendant Total Cable USA LLC. filed an answer to the first amended complaint filed by the plaintiff. In the answer, defendant Total Cable USA LLC. raised various affirmative defenses. In the fifth affirmative defense, the defendant Total Cable USA LLC. alleged that defendant

Total Cable USA LLC, was dissolved on May 2, 2016, and as such defendant Total Cable USA LLC, being dissolved cannot be sued. In fourth affirmative defense, defendant Total Cable USA LLC, alleged that defendant Total Cable USA LLC, does not sell or distribute cable television services and does not have any place of business. The copy of the answer is annexed with this affirmation as Exhibit E.

9. On or about June 14, 2017, our office submitted a letter to the Court for scheduling a pre-motion conference seeking dismissal of the complaint against the defendant. In the letter, it was indicated that defendant Total Cable USA LLC, was dissolved in May 2016 and the Bankruptcy Court also passed the final decree on chapter 7 voluntary petition filed by defendant Total Cable USA LLC, after commencement of this action. The copy of the letter dated June 14, 2017, is annexed with this affirmation as Exhibit F.
10. On or about June 19, 2017, the plaintiff's attorney Michael Cassell filed a reply which opposed our letter seeking to schedule pre-motion conference on the ground that Total Cable USA LLC, represented by the same attorney as in this action and raised virtually identical argument in Asia TV USA, Ltd. v. Total Cable USA LLC, 16-cv-6873 (S.D.N.Y.) (AJN).
11. At the hearing before the Court on June 29, 2017, before Honorable Judge Sterling Johnson Jr., I informed the Court that the action against Total Cable USA LLC, despite bankruptcy petition and despite dissolution of the corporation in May 2016, was not dismissed as in that case the plaintiff sought injunctive relief on the ground that despite the dissolution and despite the bankruptcy petition, the

defendant Total Cable USA LLC, was still violating the plaintiff's copy right. In the present case, the plaintiff Star Cable is only claiming damages due to alleged past violation of the plaintiff's copy right and is not seeking any Injunctive relief. The plaintiff is not alleging that despite of dissolution and despite of bankruptcy petition, the defendant Total Cable USA LLC, continues to violate the copy right of the plaintiff Star Cable rights. The plaintiff in view of the dissolution of the corporation of Total Cable USA LLC, and in view of chapter 7 Bankruptcy Petition, cannot claim damages as all the damages if any due to violation of the plaintiff's copy right has been discharged. In fact, the plaintiff can be sanctioned for violation of the provisions of 11 U.S.C.S. 362.

12. On June 29, 2017, the Honorable Judge Sterling Johnson Jr., granted time until Jul 14, 2017 to the defendants to file a motion seeking dismissal of the complaint. Our office had already served the motion to dismiss and supporting documents against the defendant Radiant IPTV on July 5, 2017. The plaintiff's attorney confirmed the receipt of notice of motion and affirmation in support of notice of motion seeking dismissal of the complaint against Radiant IPTV by email dated July 7, 2017, the copy of the email is annexed with this affirmation as **Exhibit G**.
13. Ahmodul Barobhuyia in his affidavit annexed with this affirmation has stated that the defendant Total Cable USA LLC, never conducted any business after its incorporation and never violated the copyright of the plaintiff, particularly after its dissolution in May 2016. The plaintiff has no right to claim any damages after final decree was passed in chapter 7 Bankruptcy Petition.

Memorandum

14.11 USCS §362 provided automatic stay once the party filed Bankruptcy petition in the Bankruptcy court. The relevant provisions 11 USCS § 362 (a)(1) are reproduced as under

“ Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title [11 USCS § 301, 302, or 303], or an application filed under section 5(a)(3) of the securities Investor Protection Act of 1970 [15 USCS § 78eee(a)(3)], operates as a stay, applicable to all entities, of --
(1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;

Broad Scope of Stay

15. Reach of stay is intended to be quite broad, and therefore exceptions to stay should be read narrowly to secure broad grant of relief to debtor. In re stringer (1988, CA9 Cal) 847 F2d 549, 17 BCD 1169, 19 CBC2d 233, CHH Bankr L Rptr P 72297. 11 USCS § 362 is extremely broad in scope and should apply to almost any type of formal or informal action against debtor or property of estate. Delpit v Commissioner (1994, CA9) 18 F3d 768, 94 CDOS 1745, 94 Daily Journal DAE 3125, 25 BCD. Scope of automatic stay provisions is broad and applies to formal and informal proceedings against debtor; any action taken in violation of automatic stay is void. In

re Smith (1988, WD Mich) 86 BR 92, aff'd in part and rev'd in part on other grounds (1989, CA 6 Mich) 876 F2d 524, 19BCD 1097, CCH Bankr L Rptr P 72936.

Automatic stay provision is very broad, and any exceptions to it must be strictly construed to further purposes of automatic stay. Gunther v Glabb (In re Glabb) (2001, BC WD Pa) 261 BR 170.

Actions or proceedings Against Debtor [§ 362(a)(1)]

16. Stay of judicial proceedings against Chapter 7 debtor is automatic and mandatory under 11 USCS § 362(a)(1) with filing of petition and thus motion for stay need not be made in court where proceeding is pending or in Bankruptcy Court. Automatic stay applies to all actions brought against debtor, either prepetition or postpetition, regardless of whether assets in question are considered property of debtor's estate. Raymark Industries, Inc v Lai(1992, CA 3 Pa) 973 f2d 1125, 23 BCD 689, CCH Bankr L Rptr P 74914. 11 USCS § 362(a)(1) stays all judicial proceedings against debtor, even if debtor is arguably only nominal party. Green v Yang (1983, BC SD Ohio) 29 BR 682, 10 BCD 942, CCH Bankr L Rptr P 69194. Effect of automatic stay provision is to halt pending judicial proceedings involving debtor. Howard v Howard (1984, Tex App San Antonio) 670 SW2d 737.

Final Decree in Chapter 7 Bankruptcy Petition

17. Applicable Law and Rules

1. Section 350(a) of the Bankruptcy Code (11.U.S.C. § 350(a)) provides that:
"After an estate is fully administered and the court has discharged the trustee,
the Court shall close the case."

2. Fed. R. Bankr. P. 5009 states:

"If in a chapter 7, chapter 12, or chapter 13 case the trustee has filed a final report and final account and has certified that the estate has been fully administered, and if within 30 days no objection has been filed by the United States trustee or a party in interest, there shall be a presumption that the estate has been fully administered."

WHEREFORE, the defendant Total Cable USA LLC, requests the Court to grant the relief as requested in the notice of motion.

Dated: July 11, 2017

/s/
SATISH K. BHATIA, ESQ. (SB9222)
Bhatia & Associates PLLC
38 West, 32nd Street, Suite #1511
New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.
-----X

AFFIDAVIT IN SUPPORT
OF MOTION SEEKING
DISMISSAL OF THE
COMPLAINT AGAINST
DEFENDANT TOTAL
CABLE USA LLC

I, Ahmodul Barobhuiya, do swear under penalty perjury as follows:

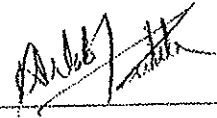
1. I am one of the defendants in the above action and as such I am conversant with the facts and circumstance of the case.
1. I am making this affidavit in support of Notice of Motion seeking dismissal of the complaint against the defendant Total Cable USA LLC.
2. On or about August 28, 2016, the plaintiff filed first amendment complaint against the defendants Total Cable USA LLC and Radiant IPTV.
3. In paragraph 3 of the first amended complaint, the plaintiff admitted that defendant Total Cable USA LLC., was dissolved on May 2, 2016. Total Cable USA LLC. was officially dissolved on May 2, 2016. The application for dissolution of the corporation was filed by the accountant as the members of Total Cable USA LLC. resolved to dissolve the corporation.
4. In Count I of the first amended complaint, the plaintiff claimed statutory damages of \$1,000-\$10,000 for violation of the plaintiff copy rights and attorney's fees and costs. In Count II of the first amended complaint, the plaintiff claimed damages

due to unjust enrichment. In Count III of the first amended complaint, the plaintiff claimed damages through unauthorized conversions of the signals of the exclusive services. In Count IV of the first amended complaint, the plaintiff claimed damages to the defendant's unfair competition with reference to the plaintiff's exclusive services and seek remedies for the same.

5. Subsequently, after commencement of this action, Total Cable USA LLC. filed chapter 7 Bankruptcy Petition in the Bankruptcy Court Eastern District. On or about January 25, 2017, the Bankruptcy Court passed the final decree.
6. On or about September 16, 2016, defendant Total Cable USA LLC. filed an answer to the first amended complaint filed by the plaintiff. In the answer, defendant Total Cable USA LLC. raised various affirmative defenses. In the fifth affirmative defense, the defendant Total Cable USA LLC. alleged that defendant Total Cable USA LLC. was dissolved on May 2, 2016, and as such defendant Total Cable USA LLC. being dissolved cannot be sued. In fourth affirmative defense, defendant Total Cable USA LLC. alleged that defendant Total Cable USA LLC. does not sell or distribute cable television services and does not have any place of business.
7. On or about June 14, 2017, my attorney through the offices of Bhatia & Associates PLLC, submitted a letter to the Court for scheduling a pre-motion conference seeking dismissal of the complaint against the defendant. In the letter, it was indicated that defendant Total Cable USA LLC. was dissolved in May 2016 and the Bankruptcy Court also passed the final decree on chapter 7 voluntary petition filed by defendant Total Cable USA LLC. after commencement of this action.

8. On or about June 19, 2017, the plaintiff's attorney Michael Cassell filed a reply which opposed our letter seeking to schedule pre-motion conference on the ground that Total Cable USA LLC, represented by the same attorney as in this action and raised virtually identical argument in Asia TV USA, Ltd. v. Total Cable USA LLC, 16-cv-6873 (S.D.N.Y.) (AJN).
9. At the hearing before the Court on June 29, 2017, before Honorable Judge Sterling Johnson Jr., I informed the Court that the action against Total Cable USA LLC, despite bankruptcy petition and despite dissolution of the corporation in May 2016, was not dismissed as in that case the plaintiff sought injunctive relief on the ground that despite the dissolution and despite the bankruptcy petition, the defendant Total Cable USA LLC, was still violating the plaintiff's copy right. In the present case, the plaintiff Star Cable is only claiming damages due to alleged past violation of the plaintiff's copy right and is not seeking any injunctive relief. The plaintiff is not alleging that despite of dissolution and despite of bankruptcy petition, the defendant Total Cable USA LLC, continues to violate the copy right of the plaintiff Star Cable rights.
10. Defendant Total Cable USA LLC, never conducted any business after its incorporation and never violated the copyright of the plaintiff, particularly after its dissolution in May 2016. The plaintiff has no right to claim any damages after Total Cable USA LLC, was discharged in chapter 7 Bankruptcy Petition.
11. Defendant Total Cable USA LLC, Infact, never opened any account in any bank and never issued any check to any entity or to any individual. The plaintiff Star Cable never appeared in the Bankruptcy petition filed by Total Cable USA LLC.

WHEREFORE I request that notice of motion filed by Total Cable USA LLC seeking dismissal of the complaint against Total Cable USA LLC be granted along with any other just and proper relief.



Ahmodul Barobhuiya

Verified On: July 11, 2017

In the County of New York

In the State of New York


(Notary Public)

SATISH KUMAR BHATIA
Notary Public, State Of New York
No. 02BH6343050
Certified in New York County
Commission Expires 05/31/2020

EXHIBIT A

New York State Department of State
Division of Corporations, State Records, and Uniform Commercial Code
One Commerce Plaza, 200 South Street, Albany, NY 12241
www.dos.ny.gov

ARTICLES OF DISSOLUTION OF

TOTAL CABLE USA LLC

(Robert R. Hume as President, Total Cable USA LLC)

Under Section 703 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

TOTAL CABLE USA LLC

If the name of the limited liability company has been changed, the name under which it was organized is:

SECOND: The date of filing of the articles of organization is: 10/22/2013

THIRD: The event giving rise to the filing of the articles of dissolution is:

(Check appropriate statement)

- ☒ The vote or written consent of a majority in interest of the members of the limited liability company.
- ☐ There are no members of the limited liability company.
- ☐ Pursuant to the dissolution date set forth in the articles of organization or operating agreement of the limited liability company.
- ☐ The following event, as specified in the operating agreement:
- ☐ The entry of a decree of judicial dissolution.

X [Signature]
(Signature)
BYRON S. ARMED
(Type or Print Name)

Capacity of signer (Check appropriate box):

- ☐ Member
- ☐ Manager
- ☒ Authorized Person

ARTICLES OF DISSOLUTION
OF

J. YOTA, CASH, INC.

A Limited Liability Company

Under the laws of the State of New York

Filed by:

Name: SHAKIL M KHAN

Address: 37-16 07th St.

City, State and ZIP Code: Bayside, NY 11377

NOTE: This form was prepared by the New York State Department of State for filing articles of dissolution for a domestic limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal entity stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The document must be submitted with a \$60 filing fee made payable to the Department of State.

(For filing use only.)

RECEIVED BY L. H. L. 1900

WZLCC INCORP. NY

CONFIDENTIAL NAME TOTAL OFFICE FOR LCC

PROBABLEST TYPE: DENOTATION (FROM ELC)

ՀԱՅԱՍՏԱՆԻ ՀԱՆՐԱՊԵՏՈՒԹՅԱՆ

Filing Date: 09/02/2018 PURCHASE PRICE: \$16,000,000.00

2019年12月

紹興縣志卷之五 風俗志

87-2, 9 157391 02

ENCLOSURE NY 11277

ADDITIONAL FOR PROGRESS

FREE LATERED AGENT:



SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 10

FEE	62.00
FILE	60.00
PAY	0.00
COPIES	0.00
HANDLING	35.00

PAYMENTS	25.00
CASH	1.00
CHECK	1.00
CHARGE	1.00
DRAWDOWN	1.00
OPAL	1.00
REFUND	1.00

POB-1026 (01/2/09)

EXHIBIT B

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 55 of 408 PageID #: 460

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

STAR CABLE NA, INC.,

Plaintiff,

vs.

TOTAL CABLE USA LLC and RADIANT IPTV
ABC, INC., XYZ CORP., JOHN DOES 1-10

Defendants.

INDEX NO: 16-CV-04067

USJ STERLING JOHNSON, JR.
MJ: CHERYL L. POLLACK

FIRST AMENDED
COMPLAINT

The plaintiff Star Cable NA, Inc. ("plaintiff" or "Star Cable"), by its attorney, as and for its Complaint herein against the defendants, alleges the following:

NATURE OF THE ACTION

1. The defendants in this action ("Total Cable" and/or "Radiant" or collectively referred to as the "Defendants") are involved in the sale and distribution of cable television services to its customers which include various programming, to which they are not entitled, which originates in Bangladesh via an internet protocol television system ("IPTV"). The plaintiff is an Internet Protocol Television ("IPTV") cable television company which has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services IPTV, WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include i) Independent TV, ii) Jamuna TV, iii) Channel 16, iv) My TV, v) Asian TV, vi) Bangla Vision, vii) Ekhusay TV, and, ix) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services"). This is an action, based upon the discovery

Case 1:10-cv-04067-SJ-CLP Document 9 Filed 08/28/10 Page 2 of 11 PageID #: 43

that defendants, in direct violation of plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services. This is true with respect to each of the Exclusive Services except exclusive rights are shared with Radiant IPTV for Independent TV, in which Radiant may have some rights. Otherwise, Defendants conduct is a violation of the Communications Act of 1934, 47 U.S.C. §605(n), and New York Law. In this action, Star Cable seeks declaratory and injunctive relief and monetary damages, costs and attorney fees.

Parties

2. Star Cable NA, Inc. is a New York corporation that has its principal place of business at 3839 Bell Boulevard, Bayside New York 11361.

3. Total Cable USA is a New York business which has its principal place of business at 37-19 57th Street, Woodside NY 11377, and which operated as a NY registered LLC from October 22, 2013 until May 2, 2016, on which date it was dissolved. Prior to October 22, 2013 Total Cable USA, upon information and belief operated as a subsidiary of Lalor TV, Inc. an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram NY. Both Total Cable USA, LLC and Lalor TV, Inc. list their Department of State process to be served upon Ahmadul Barobhuiya, who upon information and belief is the principal of Total Cable USA. Moreover, in a Bankruptcy proceeding in the Southern District of New York, Lalor TV, Inc. (In Re: World Cable, Inc Case No: 14-10379 (MG)) Lalor TV, Inc. entered an appearance by counsel as Lalor TV, Inc. A/K/A Total TV, A/K/A Total Cable.

4. Radiant IPTV is a business entity operating from its principal place of business at 150-47 Hillside Avenue, Jamaica NY 11432. Radiant IPTV appears to operate out of the second

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 3 of 33 PageID #: 44

floor of that two story building, however the second floor is entirely occupied by Marvel Cable and Broadcasting, LLC a New York LLC with its principal place of business at 150-17 Hillside Avenue. When a customer pays for Radiant IPTV service by credit card the payment is received by 1StopMedia and Entertainment, Inc., ("1Stop") an Illinois corporation. On the FCC Form 499, which identifies certain communication business data, 1Stop lists "other trade names" to include Radiant IPTV. Further the CEO of 1Stop, Salim Siddique, lists himself as the COO of Radiant IPTV. Mr. Siddique identifies himself as having addresses in Naperville, Illinois, for the purposes of his FCC filing and Brunswick, New Jersey for the purposes of 1Stop's Secretary of State incorporation data. On its Facebook page Radiant IPTV lists its parent corporation as 1Stop.

5. ABC, INC., XYZ CORP. and JOHN DOES 1-10 are fictitious names of persons and entities that are the persons or corporate owners of defendants Total Cable USA LLC and Radiant IPTV. Although Plaintiff exercised its best efforts in discovering the true names and ownership interest of said named defendants, defendants seem to be engaged in a scheme to evade detection of their proper name and ownership. As such, Plaintiff reserves its right to amend this FIRST AMENDED COMPLAINT upon discovery of true names and ownership of Total Cable USA LLC and Radiant IPTV, whether held in corporate or individual form.

Jurisdiction and Venue

6. This action arises under 47 U.S.C. §605 (a) and supplemental law claims.

7. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1331 and/or 28 U.S.C. §1332 as there is a dispute in excess of the jurisdictional limits, and supplemental jurisdiction over the state law claims. Venue is properly established in the Eastern District of New York pursuant to 28 U.S.C. §§1391(b) and 1400(a), as the defendants reside in the District,

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 4 of 11 PageID #: 46

do business in this District and a substantial part of the events giving rise to the claim occurred in the District.

FACTUAL BACKGROUND

8. Star Cable is a multi channel provider of subscription video services included in a channel lineup which includes hundreds of channels including several from Bangladesh which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data services otherwise known as internet access. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, NY to its subscribers via the internet in the process known as Internet Protocol Television.

9. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV "the Exclusive Rights". In exchange for the Exclusive Rights Star Cable continues to pay the programming service providers license fees which generally increase annually in accordance with the terms of these multi year agreements. Such annual increases are often double and/or triple the previous years license fee. As such, Star Cable pays significant amounts for its Exclusive Rights.

10. The Agreements are part of the marketing scheme of the Exclusive Services.

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 59 of 408 PageID #: 464

11. Because Star Cable generates revenue through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the Internet to its customers.

12. Each Star Cable customer receives a set top channel converter which contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month.

13. The set top box provided to a Star Cable customer is designed to make a direct-to-server Internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.

14. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.

15. At all times pertinent to this Complaint, Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services i) Independent TV (as it applies to Total Cable), ii) Jamuna TV, iii) Channel 16, iv) My TV, v) Asian TV, vi) Bangla Vision, vii) Ekhusey TV, and, ix) Somoy TV for all regions within the

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 60 of 408 PageID #: 465

United States and Canada. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Aftun TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecom, and Jamuna Television. A representative of Star Cable met in New York with a representative officer of Elkhushay Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Samoy Media Limited. Payments have been made by Star Cable on each of these Agreements.

The Defendants

16. The Defendants Total Cable USA and Radiant IPTV (sometimes collectively the "Defendants") are telecommunications distribution companies which sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the Internet through broadband Internet access networks. The Defendant's signal delivery system is almost identical to that of Star Cable.

17. The Defendant's customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from the Defendants.

18. The Defendant's each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.

19. The Defendant's do not have rights to transmit or sell the nine channels over an IPTV delivery system in any part of the United States or Canada.

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 7 of 13 PageID #: 411

20. Despite not having rights to transmit the Exclusive Services and in direct derogation of the exclusive rights of Star Cable receive the Exclusive Services in the United States and upon or divulges or retransmits said communications to their customers. The Defendants are not authorized to retransmit said communications over their DTH systems in the United States or Canada. Said actions of Defendants are an unauthorized divulgence of satellite signals.

21. Defendants violations of said exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenue derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.

Count I

47 U.S.C. § 605

22. Plaintiffs incorporate the preceding paragraphs as if each allegation was fully set forth herein.

23. Through the transmitting, retransmitting, use, divulgement and sale of the Exclusive Services the Defendants have violated various provisions of 47 U.S.C. § 605.

24. The use of the signals of the Exclusive Services in a manner in which they are not entitled, including effectuating the unauthorized receipt in the United States and transmitting, retransmitting, use, sale and divulging said Exclusive Services, which are radio communications,

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 62 of 408 PageID #: 467

to persons not entitled to the for the purposes of commercial advantage and private financial gain is designed to injure, and will continue to injure Star Cable and cause it financial damage and irreparable harm.

25. Defendants knew or should have known and had reason to know that assisting a third person in the reception and use of the Exclusive Services without authorization, was and is illegal and prohibited.

26. Pursuant to 47 U.S.C. §605(e)(3), Plaintiff is entitled to: equitable relief, either statutory damages of \$1,000.00 to \$10,000.00 per violation (each customer of Defendant's receiving each or all such Exclusive Services) or actual damages plus any profits realized by Defendants for each violation of 47 U.S.C. §605(a), reasonable attorneys fees and costs.

Count II

UNJUST ENRICHMENT

27. Plaintiff hereby incorporates the preceding paragraphs as if set forth fully herein.

28. Through the re-broadcasting scheme described above the Defendants have received a financial benefit by, among other things, receiving subscription fees from each of the Defendant's customers that have subscribed to the Exclusive Services.

29. The financial benefit to the Defendants was to the detriment of the Plaintiff in that the Defendants customers who purchase the Exclusive Services would have had to acquire them from Star Cable rather than the Defendants, thereby depriving Star Cable of subscription fees.

30. The Defendants have been unjustly enriched through these actions, and equity and good conscience requires restitution to the Plaintiff.

31. Star Cable has been damaged through the unjust enrichment of the Defendants and seeks remedy for the same.

Case 1:16-cv-04067-SJ-CLP Document 9 Filed 08/20/10 Page 9 of 11 PageID #: 150

Count III

CONVERSION

32. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

33. Through the rebroadcasting scheme described above the Defendants exercised and assumed unauthorized dominion and control over the signal of the Exclusive Services and disseminated and divulged said communications signals to third parties for payment and without the authorization of the Plaintiff.

34. Star Cable was excluded from exercising any control over the dissemination and divulgement of the signals of the Exclusive Services to third parties and received no income from this unauthorized use and divulgement.

35. The Plaintiff has been damaged through the unauthorized conversion of the signals of the Exclusive Services for which Star Cable seeks remedy.

Count IV

UNFAIR COMPETITION

36. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

37. Through the rebroadcasting scheme described above the Defendants misappropriated the product of Star Cable, namely the licensed Exclusive Services.

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 64 of 408 PageID #: 469

38. The Defendants' misappropriation of the Exclusive Services was undertaken in bad faith and without the authorization of or payment to Star Cable for the sale and divulgement of the Exclusive Services.

39. The Plaintiff has been damaged through the Defendants' unfair competition with reference to the Plaintiff's Exclusive Services and seeks remedy for the same.

WHEREFORE, the plaintiff requests that this Court grant the following relief:

- (1) Declare that the defendants' unauthorized sale use and divulgement of the Exclusive Services without authorization violated 47 U.S.C. § 605 (a) and that such violations were committed intentionally and for the purposes of commercial advantage and private financial and commercial gain;
- (2) In accordance with 47 U.S.C. § 605(e)(3), permanently enjoin the defendants, their agents, servants, employees, and those controlled directly or indirectly by any of them from the distribution, sale rebroadcast or divulgement of the Exclusive Services;
- (3) In accordance with 47 U.S.C. § 605 (e) (3), award the plaintiff against the defendants, damages for all losses incurred as a result of defendants violation.
 - (a) The actual damages which the plaintiff has suffered, together with any additional profits earned by defendants' sale of hacked modem devices, or alternatively at plaintiffs election,
 - (b) Statutory damages in an amount between \$1000.00 and \$10,000.00 for each of the customers to which the Exclusive Services were sold and/or distributed by the defendants.

Case 1:16-cv-04067-SJ-CLP Document 81 Filed 05/06/19 Page 11 of 11 PageID #: 452

(4) An accounting of all profits and expenses realized by defendants in violation of 47 U.S.C. §605, together with defendants' production of all records reflecting sales of the Exclusive Services; and,

(5) An Order imposing a constructive trust based upon defendants' unjust enrichment derived from profits on sales of the Exclusive Services, and based upon their conversion of profits diverted from and properly due to Star Cable by reason of theft of its product; and

(6) An assessment of damages, to be determined at trial, based upon the New York Law of Unfair Competition;

(7) In accordance with 47 U.S.C. §605 an award of all Plaintiffs reasonable attorney fees and costs of this action;

(8) Grant such other and further relief as is just.

Dated: August 28, 2016

Respectfully submitted for the Plaintiff
By his Attorneys,



Daniel J. Lefkowitz (DL1331)
Daniel J. Lefkowitz, Esq., P.C.
16 Titus Lane
Cold Spring Harbor, New York 11724
(631) 692-4700
djl@optimum.net

EXHIBIT C

Section 1: Information to identify the debtor

Debtor: TOTAL CABLE USA LLC

United States Bankruptcy Court for the: Eastern District of NY

Court number: 810-151003

Officer: _____

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/18

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NON-PRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule C: Exempt Property (Official Form 206C). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).
- ☐ No. Go to Part 2.
- ☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

	Total claim	Priority amount
21 Priority creditor's name and mailing address: <u>Level 3 Communications LLC</u> <u>PO Box 910182</u> <u>Denver, CO 80291-0182</u> Date or dates debt was incurred: _____ Last 4 digits of account number: _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)	As of the petition filing date, the claim is: \$ <u>85,000</u> Check all that apply: <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: _____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____

22 Priority creditor's name and mailing address: <u>Asia TV USA, LTD.</u> <u>200 Middlesex Essex</u> <u>Twinbridge, Suite 202, Iselin, NJ</u> Date or dates debt was incurred: <u>08830</u> Last 4 digits of account number: _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)	As of the petition filing date, the claim is: \$ <u>200,000</u> Check all that apply: <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: _____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
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23 Priority creditor's name and mailing address: <u>Star Cable NA Inc.</u> <u>3639 Bell Blvd. Suite 233</u> <u>Bayside, N.Y. 11361</u> Date or dates debt was incurred: _____ Last 4 digits of account number: _____ Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)	As of the petition filing date, the claim is: \$ <u>200,000</u> Check all that apply: <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input checked="" type="checkbox"/> Disputed Basis for the claim: _____ Is the claim subject to offset? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	\$ _____
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EXHIBIT D

Case 8:16-75603-asl Doc 25 Filed 01/25/17 Entered 01/25/17 10:24:05

Information to identify the case:			
Debtor 1	Total Cable USA LLC	Social Security number or ITIN	
	First Name Middle Name Last Name	EIN 40-3028400	
Debtor 2		Social Security number or ITIN	
(Spouse, if filing)	First Name Middle Name Last Name	EIN	
United States Bankruptcy Court Eastern District of New York 290 Federal Plaza Central Islip, NY 11722			
Case number: 0-16-75603-asl		Chapter: 7	

FINAL DECREE

The estate of the above named debtor(s) has been fully administered.

IT IS ORDERED THAT:

- Robert L. Pryor (Trustee) is discharged as trustee of the estate of the above-named debtor(s).
- The Chapter 7 case of the above-named debtor(s) is closed.

s/ Alan S. Trust
United States Bankruptcy Judge

Dated: January 25, 2017

EXHIBIT E

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF NEW YORK

Star Cable NA INC.

Plaintiff,

-Against-

Total Cable USA LLC, and Radiant IPTV

Defendants.

INDEX NO. 16-CV-04067

Assigned to Judge Sterling

Johnson Jr.

Referred to Magistrate Judge

Cheryl L. Pollak

ANSWER BY THE DEFENDENT
TOTAL CABLE USA LLC

Defendant Total Cable USA LLC (hereinafter referred to as "Defendant") by its attorneys Bhatia & Associates PLLC interposes the following Answer to the above Complaint:

NATURE OF ACTION

1. The allegations contained in ¶ 1 of the Complaint pertaining to answering Defendant are denied. Each and every allegation contained in paragraph under reply is denied specifically and categorically.

PARTIES

2. The allegations contained in ¶ 2 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
3. The allegations contained in ¶ 3 of the Complaint are admitted to the extent that answering Defendant operated as a New York registered LLC from October 22, 2013 until May 2, 2016, on which date it was dissolved. The rest of the allegations contained in paragraph under reply are denied.

4. The allegations contained in ¶ 4 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
5. Allegations pertaining paragraph 5 do not pertain to the answering defendant and needs no response or reply.

JURISDICTION AND VENUE

6. The allegations contained in ¶ 5 of the Complaint pertain to provisions of law and need no reply.
7. The allegations contained in ¶ 6 of the Complaint pertain to provisions of law and need no reply.

FACTUAL BACKGROUND

8. The allegations contained in ¶ 7 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
9. The allegations contained in ¶ 8 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
10. The allegations contained in ¶ 9 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
11. The allegations contained in ¶ 10 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
12. The allegations contained in ¶ 11 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
13. The allegations contained in ¶ 12 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

14. The allegations contained in ¶ 13 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

15. The allegations contained in ¶ 14 of the Complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

DEFENDANTS

16. The allegations contained in ¶ 15 of the Complaint are denied.

17. The allegations contained in ¶ 16 of the Complaint are denied.

18. The allegations contained in ¶ 17 of the Complaint are denied.

19. The allegations contained in ¶ 18 of the Complaint are denied. The allegations are misconceived besides being false. Answering Defendant does not transmit or sell any channel as alleged in paragraph under reply.

20. The allegations contained in ¶ 19 of the Complaint are denied. The allegations are misconceived besides being false. Answering Defendant does not redistribute any communication or IPTV system as alleged in paragraph under reply.

21. The allegations contained in ¶ 19 of the Complaint are denied.

COUNT I

22. Defendant reiterates and realleges the averments contained in ¶ 1-20 of this Answer as if each allegation was fully set forth herein.

23. The allegations contained in ¶ 22 of the Complaint are denied.

24. The allegations contained in ¶ 23 of the Complaint are denied.

25. The allegations contained in ¶ 24 of the Complaint are denied.

26. The allegations contained in ¶ 25 of the Complaint are denied.

COUNT II

UNJUST ENRICHMENT

27. Defendant reiterates and realleges the averments contained in ¶ 1-25 of this Answer as if each allegation was fully set forth herein.

28. The allegations contained in ¶ 27 of the Complaint are denied.

29. The allegations contained in ¶ 28 of the Complaint are denied.

30. The allegations contained in ¶ 29 of the Complaint are denied.

31. The allegations contained in ¶ 30 of the Complaint are denied.

COUNT III

CONVERSION

32. Defendant reiterates and realleges the averments contained in ¶ 1-30 of this Answer as if each allegation was fully set forth herein.

33. The allegations contained in ¶ 32 of the Complaint are denied.

34. The allegations contained in ¶ 33 of the Complaint are denied.

35. The allegations contained in ¶ 34 of the Complaint are denied.

COUNT IV

UNFAIR COMPETITION

36. Defendant reiterates and realleges the averments contained in ¶ 1-34 of this Answer as if each allegation was fully set forth herein.

37. The allegations contained in ¶ 36 of the Complaint are denied.

38. The allegations contained in ¶ 37 of the Complaint are denied.

39. The allegations contained in ¶ 38 of the Complaint are denied.

FIRST AFFIRMATIVE DEFENSE

40. The Complaint fails to disclose any cause of action against answering Defendant.

SECOND AFFIRMATIVE DEFENSE

41. No cause of action ever accrued to Plaintiff to commence the present action against Defendant.

THIRD AFFIRMATIVE DEFENSE

42. Defendant has no relationship whatsoever with Defendant Radiant IPTV. Complaint is liable to be dismissed due to misjoinder of parties.

FOURTH AFFIRMATIVE DEFENSE

43. Answering Defendant does not sell or distribute cable television services. Defendant does not have a place of business in Woodside, NY. Defendant's place of business is at 15 Westmoylan Lane, Coram, NY 11727.

FIFTH AFFIRMATIVE DEFENSE

44. Defendant Corporation was dissolved on May 2, 2016. As such, Defendant Corporation being dissolved, cannot be sued.

FIRST COUNTERCLAIM

45. Plaintiff has dragged answering Defendant into false and frivolous litigation. Plaintiff knows very well that Defendant is not involved in the sale or distribution of television signals through IPTV distribution system. Answering Defendant had a few contracts to get distribution rights from channel owners, and sell to operators. Answering Defendant does not interact with any customers. Due to the false, frivolous, and vexatious litigation commenced by Plaintiff, answering Defendant claims judgment for reasonable attorney fees and other incidental expenses.

The prayer clause contained in the Complaint is denied. Plaintiff is not entitled to any relief requested in paragraphs 1-8 of the prayer clause. Defendant requests that Complaint be dismissed with costs. Defendant further requests that the Judgment for the relief requested in the Counterclaim be granted, along with any other just and proper relief.

Dated: September 16, 2016
New York, NY

/s/d/
Satish K. Bhatia, Esq. (SB9222)
Bhatia & Associates PLLC
38W 32nd Street, Suite 1511
New York, NY, 10001
Tel: 212-239-6898
Fax: 212-594-7980

EXHIBIT F

Case 1:16-cv-04067-SJ-CLP Document 33 Filed 06/14/17 Page 1 of 3 PageID #: 105

BHATIA & ASSOCIATES PLLC

ATTORNEYS & COUNSELLORS AT LAW
Surbalibhatia@yahood.com

Surbal K Bhatia

Joseph F. Kasper
of counsel

18 West 32nd St., Ste. 1311
New York, New York 10001
T: (212) 239-6898
F: (212) 594-7900

June 14, 2017

By ECF & Regular Mail
Judge Sterling Johnson Jr.
Eastern District of New York
225 Cadman Plaza, East
Brooklyn, New York 11201

Re: Star Cable NA, Inc. v. Total Cable USA LLC and Radiant IPTV.
Case No.: 16-CV-04067
Request for scheduling conference to discuss schedule for motion practice
and briefing seeking dismissal of the complaint.

Dear Hon Judge Johnson,

The Plaintiff commenced this action against Total Cable USA LLC and Radiant IPTV. In Count I, the Plaintiff claims statutory damages of \$10,000.00 per violation or actual damages plus profits realized by the Defendants for each violation. In Count II, the Plaintiff claims damages due to unjust enrichment. In Count III, the Plaintiff claims damages due to unauthorized conversion of the signals of the exclusive services of the Plaintiff. In Count IV, the Plaintiff claims damages through Defendants' unfair competition.

During the pending proceedings, the Defendant Total Cable USA LLC filed Chapter 7 Bankruptcy Petition in the Bankruptcy Court Eastern District. The Bankruptcy Court passed the final decree. The Defendant Radiant IPTV interposed the answer to the complaint and raised various affirmative defenses. In the sixth affirmative defense, it was stated that Plaintiff's action against Radiant IPTV is not maintainable as Radiant IPTV is not a legal entity and the action can be filed only against the individual or against a legal entity. In fact, Radiant IPTV is d/b/a of IStopmedia and Entertainment Inc.

On or about May 30, 2017, the Plaintiff filed a notice of motion to amend the complaint on which the return date is June 26, 2017. The Plaintiff served the proposed amended complaint

Case 1:16-cv-04067-SJ-CLP Document 33 Filed 06/14/17 Page 2 of 3 PageID #: 100

to our office along with the notice of motion and supporting documents. In the proposed amended complaint, the Defendants are Total Cable USA LLC and IStopmedia and Entertainment Inc. d/b/a Radiant IPTV. It appears, the Plaintiff's attorney realized that action against Radiant IPTV is not maintainable as Radiant IPTV is only d/b/a. In addition, the Plaintiff's attorney is aware that the other Defendant Total Cable USA LLC was dissolved on May 16, 2016 and the Bankruptcy Court passed the final decree on Chapter 7 Voluntary Petition filed by the Defendant Total Cable USA LLC after the commencement of the present action.

The undersigned attorney conferred with Michael Cunniff the attorney for the Plaintiff requesting to discontinue the action against Total Cable USA LLC in view of 11 USCS 362 under which the automatic stay is triggered once the Defendant files a Bankruptcy Petition and after filing the Bankruptcy Petition only Bankruptcy Court has jurisdiction on Total Cable USA LLC. The attorney for the Plaintiff was willing to discontinue the action against Radiant IPTV on the condition that our office accepts the process on behalf of IStopmedia and Entertainment Inc. Though our office expects that our office would be retained by IStopmedia and Entertainment Inc. once the Court allows the amendment, IStopmedia and Entertainment Inc. is not yet a party in the action and once the Court allows the amendment and our office is retained by IStopmedia and Entertainment Inc. only then our office can accept the process and would defend the action commenced by Star Cable against IStopmedia and Entertainment Inc.

We intend to file a motion seeking dismissal of the action against Total Cable USA LLC and against Radiant IPTV which is only d/b/a and not a legal entity. The Defendants therefore request a conference with the Court to discuss a schedule for Motion/Cross-Motion practices and briefing.

Respectfully Submitted,

Bhatia & Associates PLLC

/s/ Satish K. Bhatia (SB9222)

Case 1:16-cv-04067-SJ-CLP Document 83 Filed 06/14/17 Page 3 of 3 PageID #: 107

To: Michael Cassell, Esq.
Via: Email & Regular Mail
mcassell@hoganncassell.com
500 North Broadway, Suite 153
Jericho, New York 11753

EXHIBIT G

Print WJDoc.v

<http://my.mail.yahoo.com/d/folder/1411111111/26141>

✕

Subject: RE: Star Cable v Total Cable

From: mcassell@hogancassell.com

To: salishbhatia@yahoo.com

Date: Friday, July 7, 2017, 5:49:58 PM EDT

I received your motion today. I will look it over.

Mike

From: salish bhatia (mailto:salishbhatia@yahoo.com)

Sent: Thursday, July 6, 2017 6:27 PM

To: Michael Cassell

Subject: Re: Star Cable v Total Cable

Dear Michael,

I only filed a letter in Court by ECF and sent you the Notice of Motion with supporting documents on July 6, 2017 by Ground FedEx. You might Monday. In response to my letter seeking pre motion conference, you indicated that motion to dismiss by Radiant IPTV becomes moot in view of your amended complaint. In your amended complaint, you did not make Radiant IPTV an independent Defendant but made 1Stopmedia & Entertainment Inc. a view of your amended complaint you will not oppose the notice of motion seeking dismissal of the complaint against Radiant IPTV. I shall be a & Entertainment Inc once 1Stopmedia & Entertainment Inc. is served with the second amended complaint.

Regards,

Salish K Bhatia, Esq.
Bhatia & Associates PLLC
30W 32nd Street Suite # 1611
New York NY 10001
Phone: (212) 239-6888
Fax: (212) 594-7880

Disclaimer:

This email is intended only for the use of the individual to whom or the entity to which it is addressed and may contain information that is exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or communication is prohibited. If you have received this communication in error, please notify us immediately by collect telephone.

On Thursday, July 6, 2017, 4:42:26 PM EDT, Michael Cassell <mcassell@hogancassell.com> wrote:

7/8/17, 6:07 PM

Print W/Out Color

<https://my.amtl.yahoon.com/d/folder/1/rx-on/npn/26144>

I received an ECI* bounce yesterday that you had filed a letter dated June 23, 2017, regarding a motion to dismiss by Radiant IPTV. I don't motion papers for this and it would appear that the issue is now moot. Please advise.

Mika Connell

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Plaintiff,

vs.

TOTAL CABLE USA LLC. and ISTOP MEDIA
AND ENTERTAINMENT, INC. d/b/a RADIANT
IPTV, ABC, INC., XYZ CORP. and JOHN DOES
1-10 Defendants.

Docket No. 16-cv-04067

AFFIRMATION OF MAILING

-----X
Satish K. Bhatia, Esq., the attorney for the Defendant Total Cable USA LLC, duly admitted to practice law in the State of New York affirms under the penalty of perjury that I have served a copy of the Notice of Motion along with the supporting documents to the attorney for the Plaintiff by FedEx on July 11, 2017 at the following address:

Micheal Cassell
500 North Broadway, Suite 153
Jericho, New York 11753

Dated: July 11, 2017
New York, NY

s/d
SATISH K. BHATIA, ESQ.(SB9222),
Bhatia & Associates PLLC
38 West, 32nd Street, Suite #1511
New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

EXHIBIT D

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.
★ JAN 23 2018 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

-----X
STAR CABLE NA, INC.,

Plaintiff,

16 CV 4067 (SJ) (CLP)

MEMORANDUM
AND ORDER

-against-

TOTAL CABLE USA LLC and ISTOPMEDIA
AND ENTERTAINMENT, INC. d/b/a/
RADIANT IPTV, ABC, INC., XYZ CORP.
and JOHN DOES 1-10,

Defendants.
-----X

A P P E A R A N C E S

HOGAN & CASSELL LLP
500 North Broadway
Suite 153
Jericho, NY 11753
By: Michael D. Cassell
Attorneys for Plaintiff

SATISH K. BHATIA
38 West 32nd Street
Suite 1511
New York, NY 10001
By: Satish K. Bhatia
Attorney for Defendants

JOHNSON, Senior District Judge:

Before this Court are motions to dismiss by Total Cable USA LLC and Radiant IPTV. Based on the submissions of the parties and oral argument, and for the reasons stated below, both motions to dismiss are DENIED.¹

I. BACKGROUND

This is an unauthorized publication or use of communications action brought pursuant to 47 U.S.C. § 605. Plaintiff's Second Amended Complaint ("SAC") alleges that the defendants utilized certain individual programming services in contravention of Plaintiff's exclusive rights to air those programming services in the United States (the "Exclusive Services"). Plaintiff seeks enjoinder of the defendants from utilizing the Exclusive Services and monetary damages.

II. STANDARD OF REVIEW

To survive a motion to dismiss, a complaint must contain sufficient facts that, if accepted as true, would "state a claim to relief that is plausible on its face." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009); see also Fed. R. Civ. P. 12(b)(6). A claim is facially plausible where "the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Iqbal, 556 U.S. at 678. The complaint must contain "more

¹ Radiant IPTV's motion to dismiss is denied as moot as the Second Amended Complaint eliminated it as a defendant in this action.

than labels” and conclusory assertions. Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007).

III. DISCUSSION

Total Cable’s motion to dismiss chiefly claims that the action against it should be dismissed because it dissolved in May 2016 and filed for bankruptcy in December 2016. Both arguments are without merit. “A dissolved corporation may sue or be sued.” Ford v. Pulmosan Safety Equip. Corp., 862 N.Y.S.2d 56, 58 (N.Y. App. Div. 2008); see also Bruce Supply Corp. v. New Wave Mech., 773 N.Y.S.2d 408, 408 (N.Y. App. Div. 2004) (“A corporation may be held liable on a cause of action that accrues after dissolution if the corporation continued its operations, operated its premises, and held itself out as a de facto corporation, notwithstanding its dissolution.”). Here, the SAC alleges that Total Cable’s continued unauthorized use of the Exclusive Services violates Plaintiff’s rights and injures Plaintiff. (See SAC ¶¶ 23, 26.) These well-pleaded allegations, taken as true, are sufficient to withstand a motion to dismiss. Thus, Total Cable’s dissolution is not a basis for dismissal of the action.

Total Cable next argues that the action should be dismissed because it filed for bankruptcy, with a final decree issued in January 2017. In so doing, Total Cable attempts to distinguish the instant action from that in Asia TV USA, Ltd. v. Total Cable USA LLC. In Asia TV, the court rejected the contention that bankruptcy was a basis to deny a claim for injunctive relief. No. 16-cv-6873

(S.D.N.Y. Mar. 2, 2017) (order granting plaintiff leave to file a motion seeking injunctive relief). Here, Total Cable argues that Plaintiff is claiming damages based solely upon Total Cable's past unauthorized use of the Exclusive Services, and is not seeking injunctive relief. This argument is belied by the well-pleaded allegations in the SAC. Plaintiff claims that the defendants continue to use the Exclusive Services without intermission, and requests that the Court enjoin defendants. (See SAC ¶¶ 23, 26; WHEREFORE clause ¶ 2.) This type of injunctive relief is not dischargeable by bankruptcy, and no stay presently exists with respect to any claims against the defendants in this case. See, e.g., In re Chateaugay Corp., 944 F.2d 997, 1008 (2d Cir. 1991). Moreover, it is possible for a plaintiff to recover damages from a corporation post-bankruptcy. See, e.g., Comty. Television Sys., Inc. v. Caruso, 284 F.3d 430, 435–36 (2d Cir. 2002) (a violation occurs each time a device is purchased and installed); In re Velo Holdings, Inc., 500 B.R. 693, 698–99 (Bankr. S.D.N.Y. 2013) (citing cases). Plaintiff alleges continuing harm caused by the defendants' unauthorized use of the Exclusive Services in the SAC. Therefore, the parties should be allowed to engage in discovery to determine the extent of any unauthorized uses of the Exclusive Services that would entitle Plaintiff to relief.

IV. CONCLUSION

For the foregoing reasons, Total Cable's motion to dismiss is DENIED.

Radiant's motion to dismiss is DENIED as moot.

SO ORDERED.

Dated: January 18, 2018
Brooklyn, New York

/s/(S)

Sterling Johnson, Jr., U.S.D.J.

EXHIBIT E

STAR CABLE0162



United States Patent and Trademark Office

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"Reliable, Affordable!"

আমরা বাহলায় কথা বলি

Word Mark TOTAL CABLE "RELIABLE, AFFORDABLE!"

Goods and Services (ABANDONED) IC 009. US 021 023 026 036 038. G & S: Internet protocol television. FIRST USE: 20110101. FIRST USE IN COMMERCE: 20140531

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design 01.07.01 - Globes with outlines of continents

Search Code 16.01.03 - CB radios; Projection screens (television); Radios; Remote controls, television; Screens, projection; Screens, television; Television sets
 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved
 27.03.05 - Objects forming letters or numerals
 28.01.01 - Arabic characters

Serial Number 86375228

Filing Date August 22, 2014

Current Basis 1A

Original Filing Basis 1A

Owner (APPLICANT) TOTAL CABLE USA LLC LIMITED LIABILITY COMPANY NEW YORK 15 West Moylan Lane CORAM NEW YORK 11727

Description Color is not claimed as a feature of the mark. The mark consists of O- Under "Total" there is sign of

STAR CABLE0163

of Mark globe. This means whoever is our customer they can watch whole world updates by taking our service. "Cable" word - It's a sign of TV. "Reliable" & "Affordable"- Is the motto of our business. Whatever service we are providing customer can rely on our service also we provide our service customer can afford. ??? ???? ????- Means we speak Bengali.

Type of Mark TRADEMARK

Register PRINCIPAL

Live/Dead Indicator DEAD

Abandonment Date June 11, 2015

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STAR CABLE0164



Services News Government Local

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 18, 2018.

Selected Entity Name: TOTAL CABLE USA LLC

Selected Entity Status Information

Current Entity Name: TOTAL CABLE USA LLC

DOS ID #: 4476270

Initial DOS Filing Date: OCTOBER 22, 2013

County: SUFFOLK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: INACTIVE - Dissolution (May 02, 2016)

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

AHMODUL BAROBHUIYA
15 WESTMOYLAN LANE
CORAM, NEW YORK, 11727

Registered Agent

NONE

This office does not require or maintain
information regarding the names and addresses of
members or managers of nonprofessional limited

STAR CABLE0165

liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

*Stock Information

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

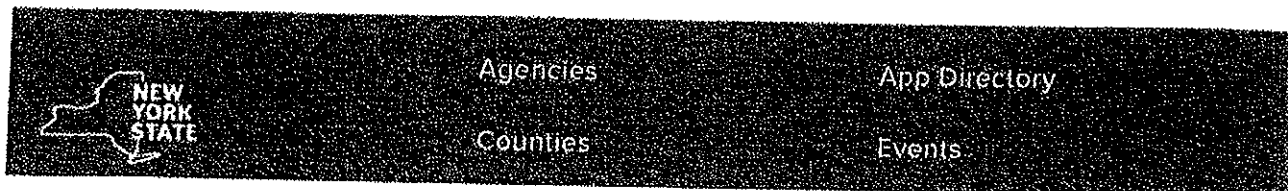
Filing Date	Name Type	Entity Name
OCT 22, 2013	Actual	TOTAL CABLE USA LLC

A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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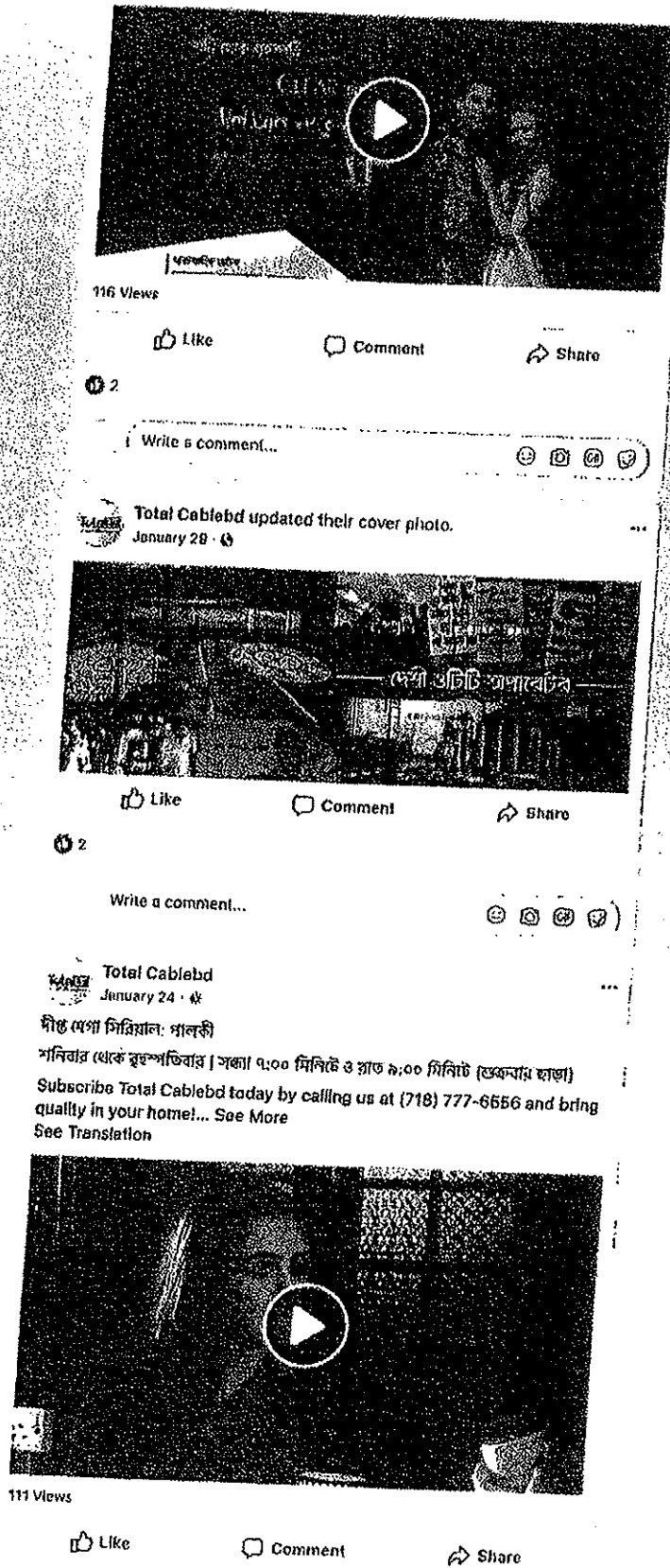
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STAR CABLE0166



STAR CABLE0167



STAR CABLE0168



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Total Cablebd
January 11 · 🌐

SULTAN SULEIMAN: Kosem
Coming soon on Deepto TV!
Get your Total Cablebd subscription today and enjoy all your favorite
programs across the globe!
#totalcablebd



112 Views



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Total Cablebd
December 25, 2017 · 🌐

Merry Christmas and Happy Holidays!



STAR CABLE0169

42 Views

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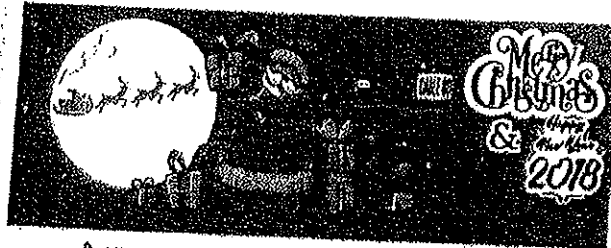
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Total Cablebd updated their cover photo.
December 24, 2017 · 🌐



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Total Cablebd
November 19, 2017 · 🌐

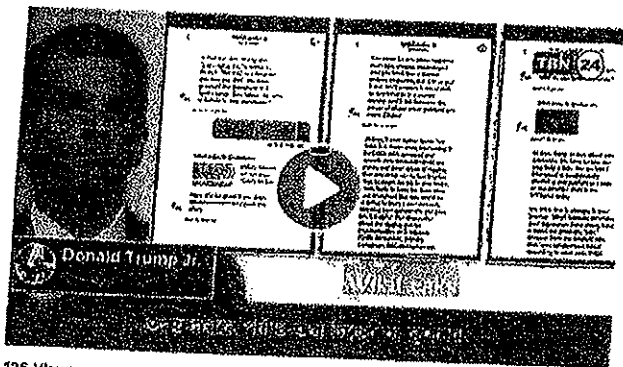
ভাঙ দলকে পর্যাপ্ত তথ্য দিচ্ছেন না কুশনার.

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Total Cablebd
October 22, 2017 · 🌐

Sultan Suleiman: s06ep349

STAR CABLE0170

On air: Monday, October 23 at 7:30pm and 10:00pm.

Please keep eyes on Total Cablebd and enjoy all your favorite programs!
#totalcablebd



59 Views

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Total Cablebd

September 23, 2017 · *

Did you check out our Video On Demand feature?
If not, check It out today and explore the new world of entertainment with
high quality contents of your favorite!

#totalcablebd



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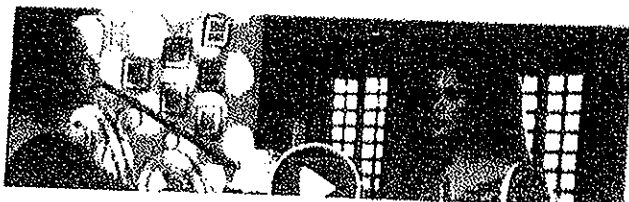


Total Cablebd

September 12, 2017 · *

দীর্ঘ মেগা সিরিয়াল: পালকী
শনিবার থেকে বৃহস্পতিবার। সন্ধ্যা ৭:০০ মিনিটে ও রাত ৯:০০ মিনিটে (শুক্রবার ছাড়া)
Tune to Total Cablebd and enjoy Bangladeshi Mega Serials!
#totalcablebd

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STAR CABLE0171



77 Views

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Total Cablebd

September 4, 2017 · *

Bangladesh vs Australia Second Test Match Update!
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Total Cablebd

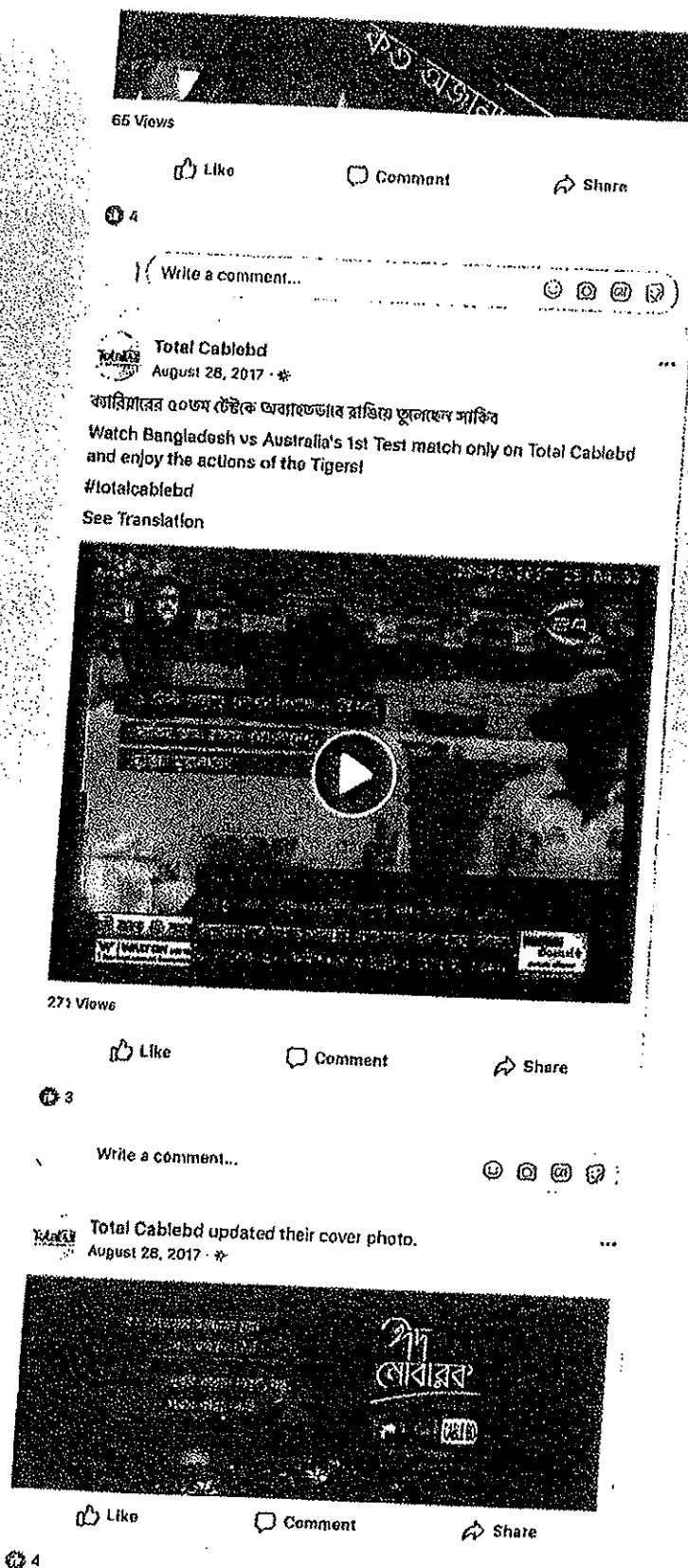
August 31, 2017 · *

সবাইকে জানিয়ে দিচ্ছি যে আমাদের দিন মোবারক।
এই দিনে চোখ রাখুন টিভিএন ২৪ এর পর্যায়ে।
ঈদ জন্মদিন সুপার সাকিব। চোখ রাখুন আমাদের দিন রাত ৮০ঃ০০ টায়।... See More
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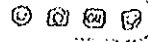
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STAR CABLE0172



STAR CABLE0173

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Total Cablebd
August 22, 2017 · #

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Get your Total Cablebd subscription today and enjoy Eld Programs!
Call us today at (718)-777-6666 and get your service.
#totalcablebd



43 Views



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Total Cablebd
August 13, 2017 · #

Musical show Deepto Provati, every day (except Friday) at 9:30 PM EST.
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85 Views



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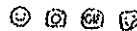
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Total Cablebd
August 11, 2017 · #

এখন আর টাকা কিংবা চ্যাম্পিয়নশিপের লক্ষ্য নিয়ে গলফ কোর্সে নামেননা সিদ্দিকুর
রহমান। নামেন লাল সবুজের প্রতিনিধিত্ব করার পৌরব নিয়ে। আগামী বছর গলফ বিশ্বকাপে
তার অংশ নেয়া প্রায় নিশ্চিত জানিয়েছেন সিদ্দিক।
এখন আর টাকা কিংবা চ্যাম্পিয়নশিপের লক্ষ্য নিয়ে গলফ কোর্সে নামেননা সিদ্দিকুর
রহমান। নামেন লাল সবুজের প্রতিনিধিত্ব করার পৌরব নিয়ে। আগামী বছর গলফ বিশ্বকাপে
তার অংশ নেয়া প্রায় নিশ্চিত জানিয়েছেন সিদ্দিক।

STAR CABLE0174

Get latest Bangladeshi Sports update by tuning on Channel 24 at Total Cablebd. Subscribe today by calling us at (718)-777-6656 and get your service anywhere in North America.
#totalcablebd

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193 Views

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5

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Total Cablebd
August 8, 2017 · #

দীর্ঘ মেগা সিরিয়াল: পালকী
শনিবার থেকে বুধসপতিবার | সন্ধ্যা ৭:০০ মিনিটে ও রাত ৯:০০ মিনিটে

Don't forget to tune Total Cablebd's Bangladeshi Channels for quality entertainment!

#totalcablebd

See Translation



90 Views

Like

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2

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STAR CABLE0175

Total Cablebd
July 30, 2017 · ৫

প্রতিদিন নতুন আপডেইট প্রতিদিন সকাল ৬:৩০ মিনিটে ও রাত ১:৩০ মিনিটে (প্রকৃত
হাফ)।

Tune to Total Cablebd and enjoy all Bangladeshi TV Channels!
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71 Views

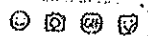
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Total Cablebd
July 22, 2017 · ৫

Do not miss any sports news by subscribing to Total Cablebd!
Call us today at (718)-777-6566 and get your service tomorrow!
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104 Views

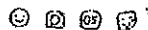
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STAR CABLE0176

Total Cablebd
July 19, 2017 · ৳

ধারাবাহিক নাটক Palki! শনিবার থেকে বুধসন্ধ্যাভিত্তিক। সন্ধ্যা ৭:০০ ঘণ্টা থেকে ৯:০০ ঘণ্টা।

Don't forget to tune Deepto TV from your Total Cablebd box!

#totalcablebd

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68 Views

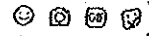
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Total Cablebd
July 17, 2017 · ৳

Sultan Suleiman, season 5.

Daily (except Friday): 7:30pm and 10:00pm.

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Total Cablebd
July 14, 2017 · ৳

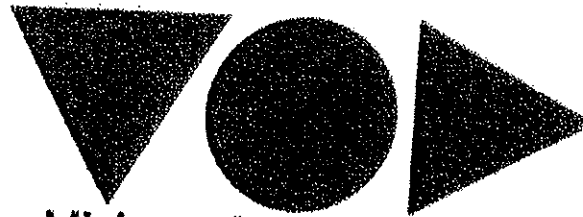
Do you know that Total Cablebd has a rich library of Movies and Drama including Cartoon in their Video-On-Demand Library?

<https://www.facebook.com/pg/TotalCable/posts/>

4/19/18, 11:42 AM
Page 11 of 23

STAR CABLE0177

Get your Total Cablebd subscription today and enjoy everyday updated library of your favorite entertainment without any ad!
#totalcablebd



Video On Demand

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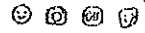
Comment

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1

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Labiq Jalgirar We do not have Video On Demand on our system.

Like · Reply · 30w



Total Cablebd Dear Mr. Jalgirar,
Thanks for letting us know your concern. We surely do have a solution for that. Please provide us with your contact number in our inbox, and we will show you how to access Video On Demand in your service. Thanks for being with us.

Like · Reply · 39w



Total Cablebd

July 10, 2017 · #

নব্ব কোরিয়ার হোতা আন্তঃমহাদেশীয় ফোনপাখ প্রজিরাধ করতে, খাউ প্রযুক্তি ব্যবহার করবে, আমেরিকা। শুক্রবার মিসাইল ডিম্পস একজনি এই তথ্যটি নিশ্চিত করে। এমিকে, জি-২০ সাংগলান চীনের প্রেসিডেন্ট শি জিনপিং একই ইঙ্গিত দেন, প্রেসিডেন্ট ডনাল্ড ট্রাম্প। অপরদিকে, মক্ষিণ চীন সাগরের বিরোধপূর্ণ জঞ্চলে, আমেরিকার শক্ত অবস্থানের জানান দিতে, কয়েকটি বোম্বার্ক বিমান মহড়া দিয়েছে।

To get more local and international news, watch TBN24 by subscribing Total Cablebd!

#totalcablebd

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161 Views

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STAR CABLE0178

Total Cablebd
July 6, 2017 · 🌐

Blast from the past.
Deopto Music Fest.
Friday, July 7 at 4:30pm and 10:00pm.
Don't forget to subscribe Total Cablebd and enjoy Quality Entertainment!
... See More



89 Views

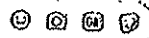
Like

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2

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Total Cablebd
July 2, 2017 · 🌐

Sultan Suleiman.
Saturday to Thursday.
7:30pm and 10:00pm.
Tune to Total Cablebd and enjoy quality entertainment!
#totalcablebd



48 Views

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2

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Total Cablebd
June 27, 2017 · 🌐

ঐদ উল ফিতর '১৭ উপলক্ষ্যে দীপ্ত জিভির তিন দিন ব্যাপী আয়োজন
||| ঐদের তৃতীয় দিন |||

STAR CABLE0179

৮:৩০মি - ৯:০০মি: আমাদের ছবি আগামের গান | গরীমবি, জায়েদ খান/বাগি
৯:০০মি - ১২:৩০মি: চলচ্চিত্র, তুমি স্বপ্ন তুমি সাধনা | শাবির খান, অমু বিশ্বাস
১২:৩০মি - ১:৩০মি: আমাদের ছবি আগামের গান | গরীমবি, জায়েদ খান/বাগি...
See More
See Translation



70 Views

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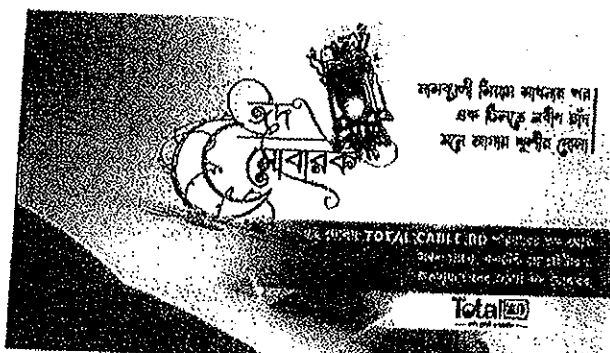
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3

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Total Cablebd
June 26, 2017 · ৳

Eid Mubarak!



Like

Comment

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1

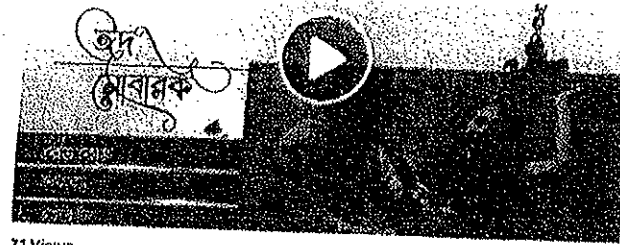
Write a comment...

Total Cablebd
June 24, 2017 · ৳

শটকং রেড রোড
দেখাবেন ইদের দিন সন্ধ্যা ০৭:০০ টায় টিভিএন24 -এ।

Please subscribe Total Cablebd today and enjoy Eid Programs with friends and family. Call us today at 718-777-6666 and get your Total Cablebd Service!... See More
See Translation

STAR CABLE0180



71 Views

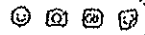
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4

Write a comment...



Total Cablebd
June 23, 2017 · #

Ekti Biral Birambona (prequel of Arekti Biral Birambona).
On-air: June 24 and June 25.
5:15pm

Tune to Total Cablebd for your Eld Entertainment!... See More



220 Views

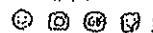
Like

Comment

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6

Write a comment...



Total Cablebd
June 22, 2017 · #

৬ পর্বের ধারাবাহিকঃ হাই বিশেষ-অজ্ঞ গণ..
গল্পঃ সাজু খানম
চিত্রনাট্য ও পরিচালনাঃ মুহাম্মদ মোস্তফা কামাল রাজ
অভিনয়েঃ জৌকির আহমেদ, ফানিয়া আহমেদ, আরমান আহমেদ, সাজু খানম, মিলু সান্নিহ,
ভাওসিফ মাহবুব, সাফা কবির, শবনম ফারিয়া প্রমুখ।
প্রচারঃ এসএ টিভি... See More
See Translation



STAR CABLE0101



70 Views

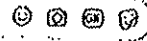
Like

Comment

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4

Write a comment...



Total Cablebd
June 21, 2017 · #

|| থাকুন আমাদের সাথে ||
প্রদ উল ফিতর উপলক্ষ্যে দীর্ঘ টিভির তিন দিন ব্যাপী "মোঘর" আয়োজন:
এখন যে সময় ভালোবাসার... [১২টি নাটকের সংকলন]
বিবাহ ৫:০০মি - রাত ১:০০মি

See Translation

See More



69 Views

Like

Comment

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3

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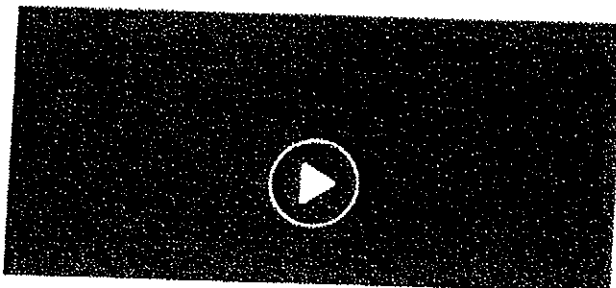
Total Cablebd
June 19, 2017 · #

"ফুল ফোটানোর খেলা" আসছে আমানাবাজি অরিজিনাল সিরিজে! প্রেমের প্রথম দিন রাত
৮টায় ৩ চ্যানেলে এক যোগে!

Subscribe Total Cablebd today to enjoy Eid Entertainment! Call us at 718-
777-6666 to get your service before Eid!

#totalcablebd #EidUjFi

See translation



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43 Views

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Total Cablebd shared a post.
June 16, 2017 · #

TBN24
June 14, 2017 · # Like Page

www.youtube.com/Tbn24usa

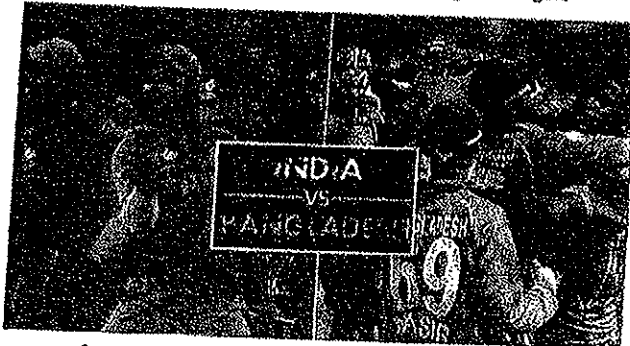


TBN24
"THE GLOBAL VOICE OF NON RESIDENT BENGALI"
YOUTUBE.COM

Like Comment Share

Total Cablebd
June 14, 2017 · #

Are you ready for the exciting match between Bangladesh and India tomorrow at 6:30 AM EST.
Total Cablebd's Sports will broadcast this match LIVE!
#totalcablebd #BangladeshVsIndia #BDvsIND #BangladeshTigers



Like Comment Share

5

Write a comment...



Total Cablebd
June 13, 2017 · #

১০১৭

STAR CABLE0183

ঐশ্বর্য বিশেষ ছাত্রাবাসিক নাটক- রসগোল্লা
 দেখেছেন ঐশ্বর্য দিন থেকে ঐশ্বর্য ৭ম দিন পর্যন্ত সন্ধ্যা ০৭.২৫ মিনিট
 Subscribe Total Cablebd today to enjoy quality Eld Programel... See More
 See Translation



93 Views

Like

Comment

Share

3

Write a comment...



Total Cablebd
 June 0, 2017 · *

Congratulations Bangladesh for stunning win against New Zealand!
 #totalcablebd #BDvsNZ #BangladeshTigers



<https://www.facebook.com/pg/TotalCable/posts/>

STAR CABLE0184


Total Cablebd

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Total Cablebd
@TotalCablebd
Home
About
Videos
Photos
Events
Reviews
Posts
Community
Create a Page



Like Comment Share

10

Write a comment...

Total Cablebd
June 8, 2017 ·

Bangladesh vs New Zealand tomorrow sharp at 5:30 AM EST at Total Cablebd's Sports Channel.
Don't forget to subscribe Total Cablebd by calling us at (718)-777-6556 or by visiting us at www.totalcablebd.com
#totalcablebd #BangladeshTigers #BangladeshCricket #Tigers



Search for posts on this Page

Visitor Posts

Jewel M A Gazi
August 21, 2012 at 8:28pm

Total cable is the best... Keep improving..

2 Likes · 4 Comments · 3 Shares
Like Comment

English (US) · Español · Português (Brasil) · Français (France) · Deutsch

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Facebook © 2018

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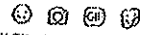
Like

Comment

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Write a comment...



Total Cablebd
June 7, 2017 · *

Don't forget to subscribe Total Cablebd to watch Champions Trophy!
Call us at +1(718)-777-6566 today and enjoy the Cricket Madness!
#BangladeshTigers #totalcablebd

Standings

Group A

Pos	Team	P	NRR	Pts
1	England	2	1.06	4
2	Australia	2	0.00	2
3	Bangladesh	2	-0.40	1
4	New Zealand	2	-1.74	1

Group B

Pos	Team	P	NRR	Pts
1	India	1	3.02	2
2	South Africa	1	1.92	2
3	Sri Lanka	1	-1.92	0
4	Pakistan	1	-3.02	0

Like

Comment

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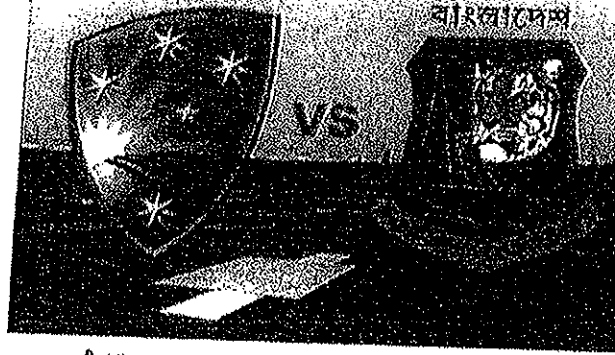
Write a comment...



Total Cablebd
June 5, 2017 · *

Bangladesh vs Australia today sharp at 8:30 AM EST.
Tune to Total Cablebd's Sports channel for LIVE Match and enjoy the
battle of Tigers and Aussies!
#totalcablebd #BangladeshvsAustralia #BDvsAUS #BangladeshTigers
#BangladeshCricket #CricketAustralia

STAR CABLE0186



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Comment

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4

Write a comment...



Total Cablebd

June 3, 2017 · #

ধারাবাহিক নাটক "মগের মল্লক" দেখুন এশিয়ান টিভিতে প্রতি মঙ্গলবার থেকে শুক্রবার রাত ৮ টায়

Please subscribe Total Cablebd today and enjoy all Bangladeshi Channels!

#totalcablebd

See Translation



1d1 Views

Like

Comment

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Total Cablebd

June 1, 2017 · #

Bangladesh is facing England in the First Champions Trophy ODI sharp at 6:30 AM Eastern Time.

Tune to Total Cablebd Sports Channel to watch the LIVE Match!

#totalcablebd #BDvsEng #BangladeshTigers #Cricket

STAR CABLE0187



Like

Comment

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3

Top Comments

Write a comment...



Abujh Balok Temim লিঙ্ক কেথাম?

Like · Reply · See Translation · 46w



Total Cablebd shared a Page.

May 31, 2017 · #

In this Ramadan, tune AD Deen for Islamic Programs and ask questions and learn more about Islam.

And subscribe AD Deen today for LIVE and Snippets of programs!

#totalcable



AD Deen
TV Channel

AD-DEEN

113 Likes
2 talking about this

Like Page

Like

Comment

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1

Write a comment...



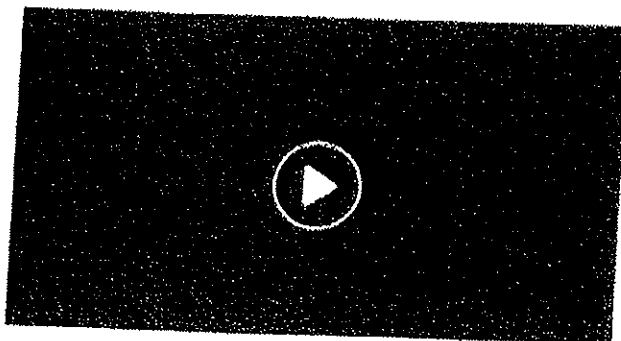
Total Cablebd

May 26, 2017 · #

Deep to Shohoj Iftar.

Tune to Total Cablebd and enjoy Iftar-cooking programs!

#totalcablebd



STAR CABLE0188

100 Views

Like

Comment

Share

Total Cablebd
May 21, 2017 · 🌐

শেষ থেকে শুরু | শীর্ষ মিনি সিরিয়াল (৬ পর্বের ধারাবাহিক)
দেখাবেন ২০ মে থেকে ২৫ মে
সন্ধ্যা ৬.০০ মিনিটে ও রাত ৯.৩০ মিনিটে
অধুনাত শীর্ষ টিভিতে... See More
See Translation



103 Views

Like

Comment

Share

1

Write a comment...



Total Cablebd
May 17, 2017 · 🌐

Bangladesh vs New Zealand LIVE in Tri-Nation series!

Tune Total Cablebd's Sports Channels and enjoy the LIVE Battle of Tigers and Kiwis!

#totalcablebd #BangladeshTiger #BangladeshCricket #BDvsNZ

Bangladesh vs New Zealand

ODI
Live
Chattar Cricket Ground

Bangladesh

VS
Live

New Zealand

160/4 (34.2)

Yet to bat

Like

Comment

All times are in Eastern Time

Share

See More ▾



(1) **Watch All Your
Favorite
TV Shows Movies
Channels Music Videos
Sports**

Watch current episodes, full seasons, hit
movies and live channels all in one place.

Join millions today.

The Total Cable BD Guide Brings Together:

- Video on Demand
- **Unlimited** Movies
- Pay Per View
- Radio Stations
- Premium Add-ons
- **250+** Live Channels
- & More

Order Now (/registration) Additional payment or
subscription may be required.

Broadcasters may alter or replace live and pre-programmed
content at their discretion.

What is Total Cable BD?

Total Cable BD is the online cable TV alternative, bringing together TV shows,
movies, live channels, radio stations and more from over many countries, all in one place, on
every device.

STAR CABLE0189

[Home \(/\)](#) [About \(http://totalcablebd.com/#about\)](http://totalcablebd.com/#about) [Video \(http://](#)

[Channels \(http://totalcablebd.com/#channels\)](http://totalcablebd.com/#channels) [Radio \(http://total](http://totalcablebd.com/#radio)

[International TV \(http://totalcablebd.com/#international\)](http://totalcablebd.com/#international)

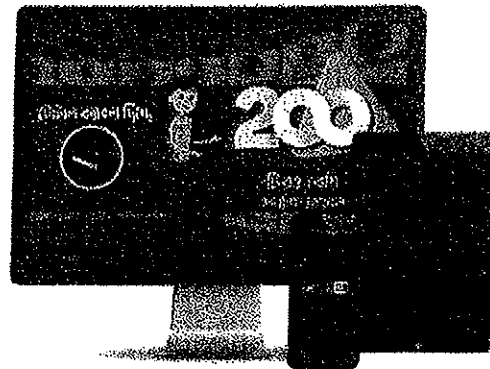
[FAQ'S \(http://totalcablebd.com/#question\)](http://totalcablebd.com/#question)

NO CONTRACTS, NO HIDDEN FEES.

CANCEL ANYTIME

Cut the Cord for only

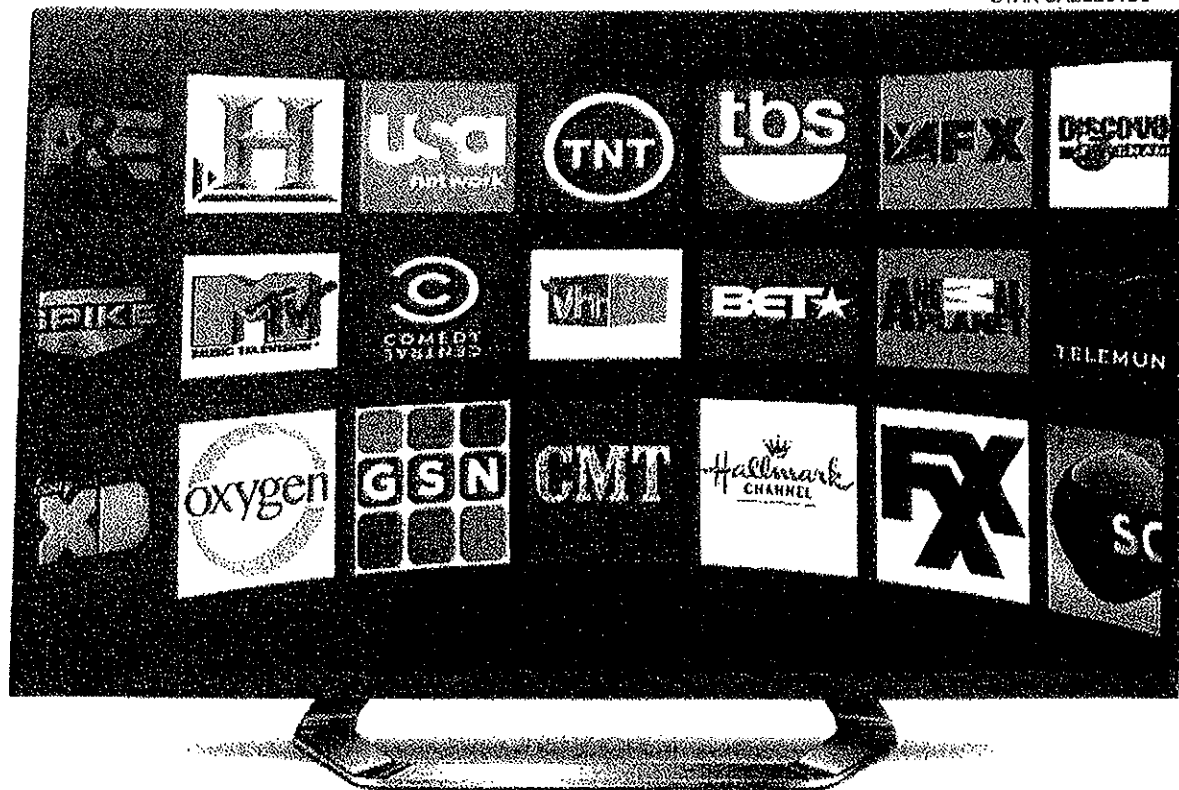
\$29.99 /mo



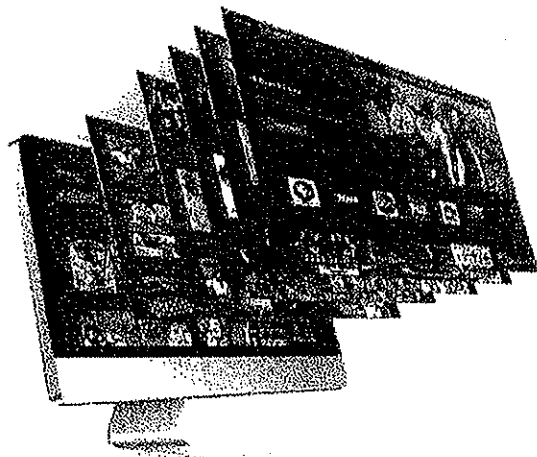
**Cut your cable and save up to \$2400 a
year.**

Watch anytime, anywhere.

STAR CABLE0190



Order Now (/registration)



Watch Unlimited Video On Demand

Watch your favorite movies, TV shows, and web videos on your terms: any episode, anytime, anywhere, on-demand!

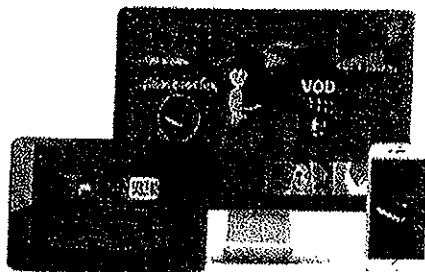
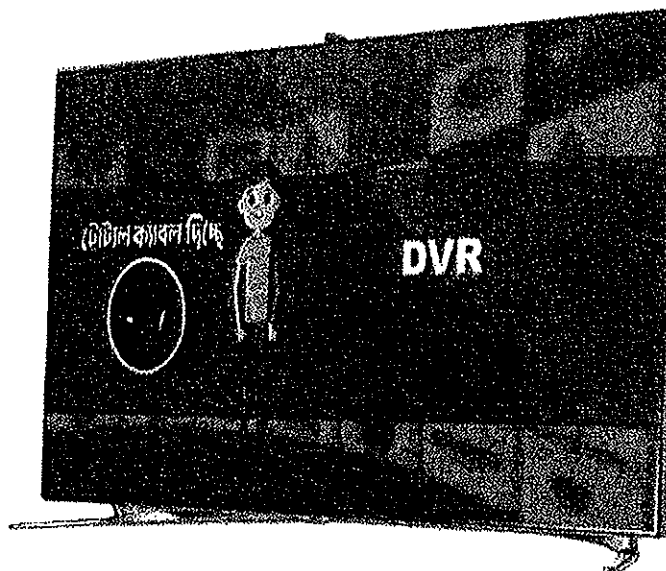
Order Now (/registration)

STAR CABLE0191

Enjoy 250+ Live & Curated Channels

Watch the latest episodes from top networks like ABC, NBC, CBS, History, A&E and many more.

Channel List (/channels)



World Radio Stations

Total Cable BD features live streams of web-based and terrestrial radio stations. Don't let location limit you to what's on the radio dial. Find a radio station that matches your taste in music or tune in to a local station that you love.

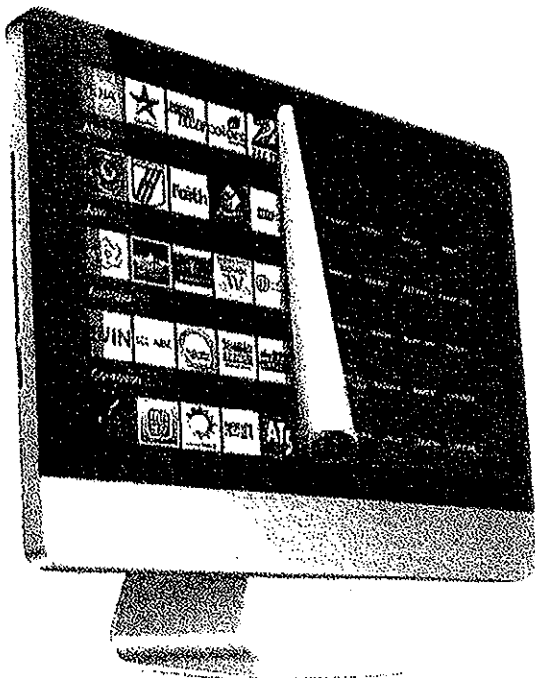
Order Now (/registration)

STAR CABLE0192

Get the Latest Box Office Hits & More

From the top TV hits to the latest big screen blockbusters, with Total Cable BD video-on-demand, there's no limit to what you can watch. With price comparisons to digitally rent or purchase TV shows and movies from all the major providers, you'll always be sure you're getting the best price on content you can watch on your device of choice.

Order Now (/registration)



International TV Channels & More

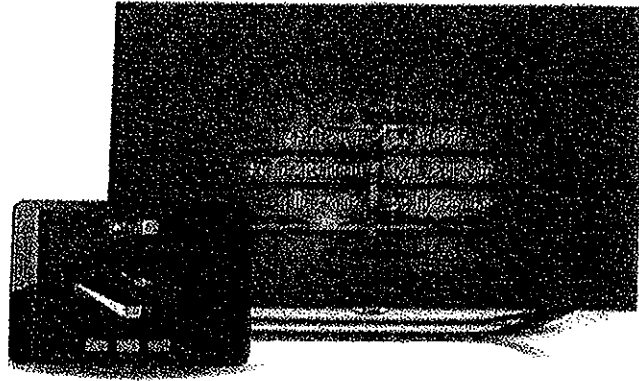
Broaden your horizons with thousands of on-demand TV shows, movies, channels, videos and more from over many countries around the world.

Order Now (/registration)

STAR CABLE0193

Whatever your sport, We've Got You Covered.

With Total Cable BD, you'll have access to a full calendar of live events, sports, concerts, and more, all streamed live via the web. Catch the as-it-happens action or that live performance feel, right in your living room.



Order Now (/registration)

Frequently Asked Questions

— What kind of content is available through Total Cable BD?

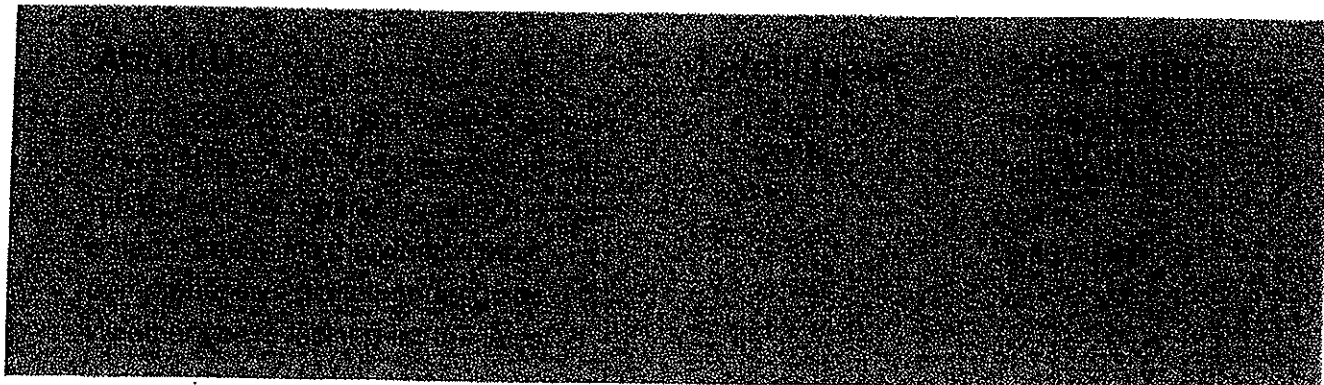
Total Cable BD pulls all kinds of entertainment content from all over the web into one easy-to-use guide, so you can quickly find what you're looking for, or get recommendations on what to watch. The Total Cable BD content library includes over half a million TV shows, movies, channels, live sports, events, news, music videos, radio stations, viral videos, games, world channels, and much more, all in one place.

+ What devices can I watch Total Cable BD on?

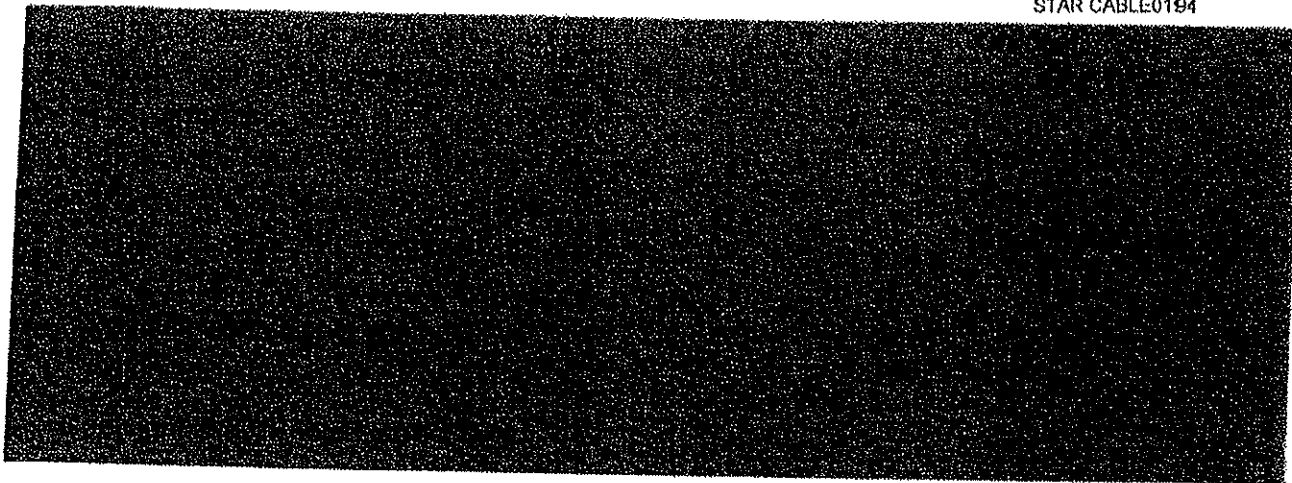
+ How do I connect Total Cable BD to my TV?

+ What kind of system specifications does my computer need to enjoy Total Cable BD?

+ Do I need multiple account logins for different devices?



STAR CABLE0194



STAR CABLE0195

OUR CHANNEL



Disney Channel



Nickelodeon



Cartoon Network



Eurosports HD



AYM Sports



Animal Planet



Discovery Channel



National Geographic



One America News



CNN



History



TNT Serie HD



FX



Food Network



A&E



Bloomberg Television



HG TV



Channel 1



আজ এবং আগামী
Riv



boishakhi tv
বাঁশখালী টেলিভিশন
Boishakhi TV



Ekattor TV



Independent



Jamuna TV



Channel 24

STAR CABLE0196



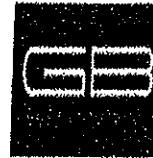
My TV



ATN Bangla



ATN Music



Gaanbangla TV



Asian TV



ATN Bangla UK



SATV



BTV



BTV World



S Bangla



ATN Islamic TV



ATN News



TBN 24



TBN Music



TBN Cinema



TBN Weather



ITV 24



Peace TV



Peace TV Bangla



Guide US TV



Iqra TV Bangla



Huda TV



Al Quran



Quran Bangla



Al Madina



Al Mahabba

STAR CABLE0197

NEWS CHANNELS



One America News



(/)

ekattortv

সকলকে একত্রে

Ekattor TV



Fox News Channel



CNN



ATN News



Independent

Home (/) About (<http://totalcablebd.com/#about>) Video (<http://totalcablebd.com/#video>)
Channels (<http://totalcablebd.com/#channels>) Radio (<http://totalcablebd.com/#radio>)
International TV (<http://totalcablebd.com/#international>)
FAQ'S (<http://totalcablebd.com/#question>)

ISLAMIC CHANNELS



ITV 24



Peace TV



Peace TV Bangla



Guide US TV



Huda TV



Quran Tv Saudi



STAR CABLE0198

Iqta TV Bangla

Huda TV

Al Quran

Quran Bangla



Al Madina



Al Mahabba

SERIES



S Bangla



TNT Serie HD

MUSIC CHANNELS



TBN Music



ATN Music



S Bangla

STAR CABLE0199

KID'S CHANNELS



Cartoon Network



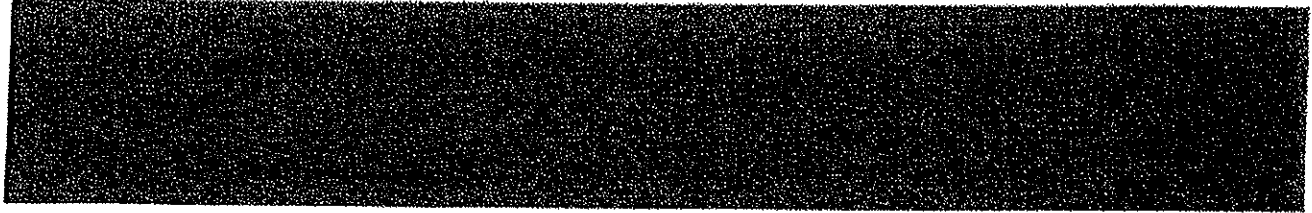
Nickelodeon



Disney Channel



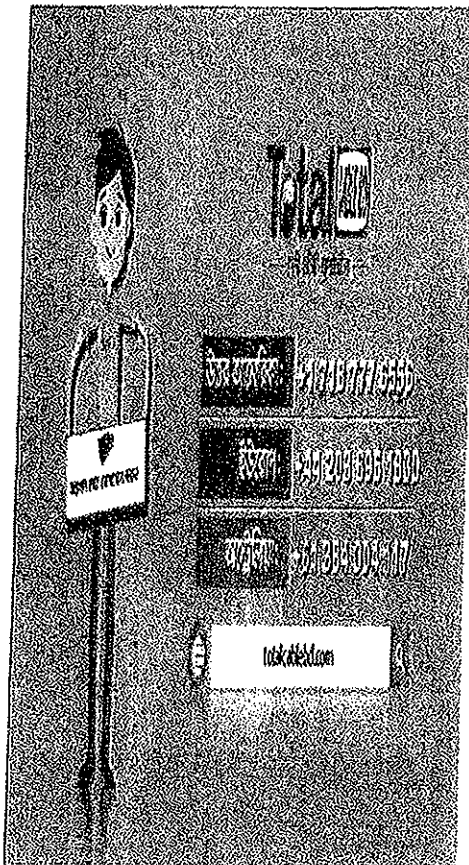
STAR CABLE0200



STAR CABLE0201



(7) Total Cable BD is the future of online TV.



Please fill up the required information below to confirm your order.

Home (7) About (http://totalcablebd.com/#about) Video (http://totalcablebd.com/#video) Channels (http://totalcablebd.com/#channels) Radio (http://totalcablebd.com/#radio)

International TV (http://totalcablebd.com/#international) A

FAQ'S (http://totalcablebd.com/#question)

State and Zip Code

Home/Business Phone Num

Cell Phone Number

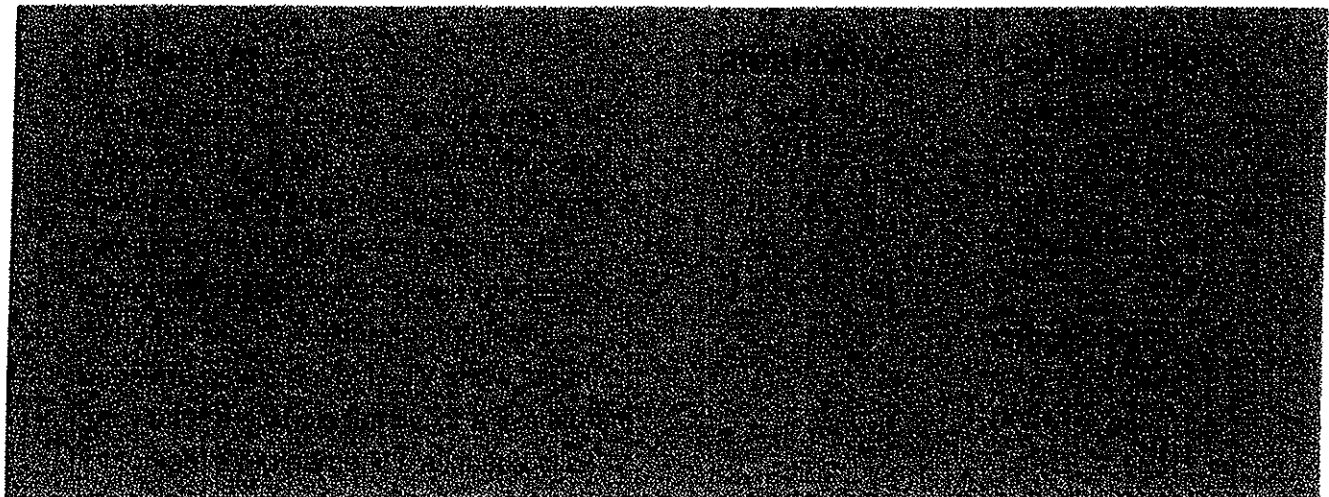
Internet Provider

Internet Speed

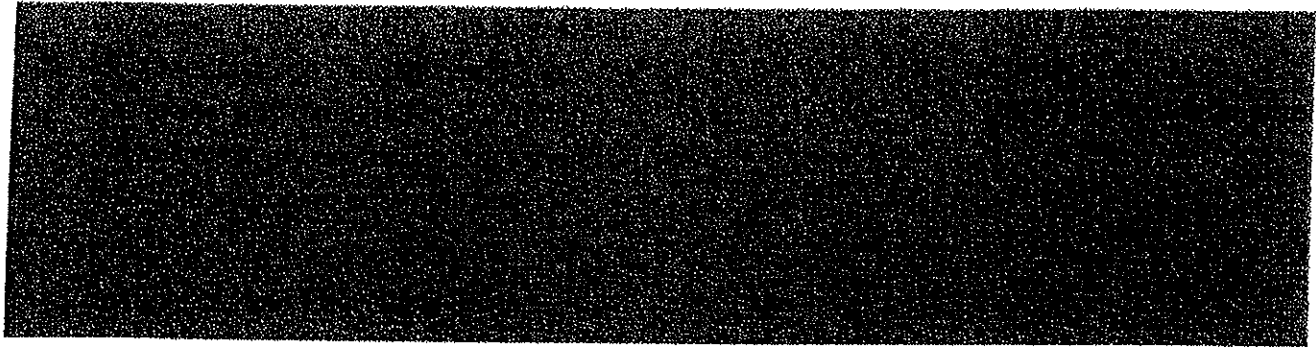
How did you hear about us

Comment / Note

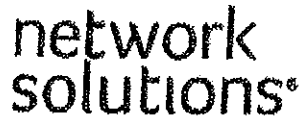
Submit Order



STAR CABLE0202



totalcablebd.com WHOIS domain registration information from...

STAR CABLE0203
http://www.networksolutions.com/whois/results.jsp?domain=tot...

Sorry, someone else already owns this domain, but we can help you get it.

Backorder for:

totalcablebd.com

Backorder

For only \$10.00, we can help you get this domain. Here's how it works:

We'll negotiate for you anonymously with whoever currently owns the domain.

If the owner of the domain isn't ready to sell yet, we will watch it every day to see when it becomes available.

If the owner doesn't renew, we'll get it for you before it becomes available to the general public.

totalcablebd.com

Is this your domain name? [Renew it now.](#)

Domain Name: TOTALCABLEBD.COM
 Registry Domain ID: 1938827466_DOMAIN_COM-VRSN
 Registrar WHOIS Server: whois.godaddy.com
 Registrar URL: http://www.godaddy.com
 Update Date: 2015-06-15T17:08:21Z
 Creation Date: 2015-06-15T17:08:21Z
 Registrar Registration Expiration Date: 2020-06-15T17:08:21Z
 Registrar: GoDaddy.com, LLC
 Registrar IANA ID: 146
 Registrar Abuse Contact Email: abuse@godaddy.com
 Registrar Abuse Contact Phone: +1.4806242505
 Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
 Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
 Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
 Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
 Registry Registrant ID: Not Available From Registry
 Registrant Name: Habib Rahman
 Registrant Organization: Total Tvs
 Registrant Street: 15 westmoylan ln
 Registrant City: coram
 Registrant State/Province: New York
 Registrant Postal Code: 11727
 Registrant Country: US
 Registrant Phone: +1.6464740418
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: info@totaltvs.com
 Registry Admin ID: Not Available From Registry
 Admin Name: Habib Rahman
 Admin Organization: Total Tvs
 Admin Street: 15 westmoylan ln
 Admin City: coram
 Admin State/Province: New York
 Admin Postal Code: 11727
 Admin Country: US

totalcablexl.com WHOIS domain registration information from...

http://www.networksolutions.com/whois?AR=040672004&ain=tot...

Admin Phone: +1.6464740418
 Admin Phone Ext:
 Admin Fax:
 Admin Fax Ext:
 Admin Email: info@totaltvs.com
 Registry Tech ID: Not Available From Registry
 Tech Name: Babib Rahman
 Tech Organization: Total Tvs
 Tech Street: 15 westmoylan ln
 Tech City: coram
 Tech State/Province: New York
 Tech Postal Code: 11727
 Tech Country: US
 Tech Phone: +1.6464740418
 Tech Phone Ext:
 Tech Fax:
 Tech Fax Ext:
 Tech Email: info@totaltvs.com
 Name Server: NS31.DOMAINCONTROL.COM
 Name Server: NS32.DOMAINCONTROL.COM
 DNSSEC: unsigned
 URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.int
 >>> Last update of WHOIS database: 2016-08-17T13:00:00Z <<<

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's Whois database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In part you agree not to use this data to allow, enable, or otherwise make possible dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying registry data for this record

totalcablehd.com WHOIS domain registration information fro...

STAR CABLE0205
http://www.networksolutions.com/whois/results.jsp?domain=tot...

Stone Siding - Quartzite Finished
Slate Collection Quartzite
Finished Slate - Bermuda Green/
Ledge Stone 6"x24

\$4.59 Sq ft

View Now

Search Again

Search again here...

Search by either

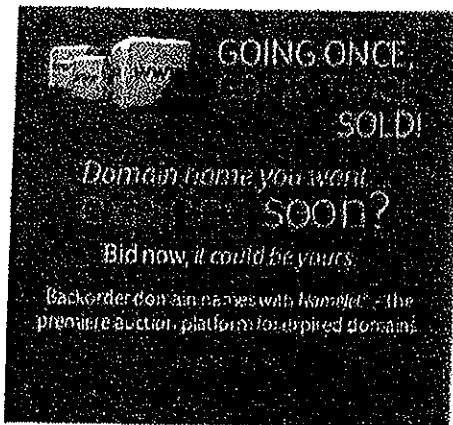
Domain Name e.g. networksolutions.com

IP Address e.g. 205.178.187.13

Search

totalcableld.com WHOIS domain registration information fro...

http://www.networksolutions.com/whois/only50006...domain=tot...



▲	\$0.79 Sq ft
▼	View Now

The price includes a one-time, non-refundable set-up fee and annual subscription fee for the Service per each domain name requested for backorder. Network Solutions reserves the right to waive or discount the set-up fee at any time. The price does not include the cost of the actual domain name. If the domain name is acquired, the cost of the one-year domain name registration will be charged to your credit card or other payment method on file. Network Solutions does not guarantee that you will obtain the domain name through this Service.

STAR CABLE0207

Entity Information

https://appex120.dos.ny.gov/corp_public/CORPSEARCH.ENT...

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 16, 2016.

Selected Entity Name: LALON TV INC.

Selected Entity Status Information

Current Entity Name: LALON TV INC.

DOS ID #: 3848817

Initial DOS Filing Date: AUGUST 25, 2009

County: SUFFOLK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

LALON TV INC.

15 WESTMOYLAN LANE

CORAM, NEW YORK, 11727

Chief Executive Officer

AHMODUL K BAROBHUIYA

15 WESTMOYLAN LANE

CORAM, NEW YORK, 11727

Principal Executive Office

LALON TV INC.

15 WESTMOYLAN LANE

CORAM, NEW YORK, 11727

Registered Agent

NONE

STAR CABLE0208

Entity Information

https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENT...

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 25, 2009	Actual	LALON TV INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS](#)
[Homepage](#) | [Contact Us](#)

STAR CABLE0209

Whois Search Results

totalcable.nyc



Whois lookup for totalcable.nyc

DNS Records

Domain Name: totalcable.nyc
 Domain ID: D1912929-NYC
 WHOIS Server:
 Referral URL: whois.godaddy.com
 Updated Date: 2015-06-15T17:08:12Z
 Creation Date: 2015-06-15T17:08:12Z
 Registry Expiry Date: 2017-06-14T23:59:59Z
 Sponsoring Registrar: GoDaddy.com, Inc.
 Sponsoring Registrar IANA ID: 146
 Domain Status: clientDeleteProhibited <https://icann.org/epp#clientDeleteProhibited>
 Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>
 Domain Status: clientUpdateProhibited <https://icann.org/epp#clientUpdateProhibited>
 Domain Status: clientRenewProhibited <https://icann.org/epp#clientRenewProhibited>
 Registrant ID: C1912925-NYC
 Registrant Name: Habib Rahman
 Registrant Organization: Total Tvs
 Registrant Street: 15 westmoylan ln
 Registrant Street:
 Registrant Street:
 Registrant City: coram
 Registrant State/Province: New York
 Registrant Postal Code: 11727
 Registrant Country: US
 Registrant Phone: +1.6464740418
 Registrant Phone Ext:
 Registrant Fax:
 Registrant Fax Ext:
 Registrant Email: info@totaltvs.com
 Admin ID: C1912927-NYC
 Admin Name: Habib Rahman
 Admin Organization: Total Tvs
 Admin Street: 15 westmoylan ln
 Admin Street:
 Admin Street:
 Admin City: coram
 Admin State/Province: New York
 Admin Postal Code: 11727
 Admin Country: US
 Admin Phone: +1.6464740418
 Admin Phone Ext:
 Admin Fax:
 Admin Fax Ext:
 Admin Email: info@totaltvs.com
 Tech ID: C1912926-NYC
 Tech Name: Habib Rahman
 Tech Organization: Total Tvs
 Tech Street: 15 westmoylan ln
 Tech Street:
 Tech Street:
 Tech City: coram
 Tech State/Province: New York
 Tech Postal Code: 11727
 Tech Country: US
 Tech Phone: +1.6464740418

STAR CABLE0210

Tech Phone Ext:
 Tech Fax:
 Tech Fax Ext:
 Tech Email: info@totalcable.com
 Name Server: ns31.domaincontrol.com
 Name Server: ns32.domaincontrol.com
 DNSSEC: unsigned
 nyc ID: C1912924-NYC
 nyc Name: Nabih Rahman
 nyc Organization: Total Cable
 nyc Street: 3719 57th ST
 nyc Street:
 nyc Street:
 nyc City: Woodside
 nyc State/Province: NY
 nyc Postal Code: 11377
 nyc Country: US
 nyc Phone: +1.6464740416
 nyc Phone Ext:
 nyc Fax:
 nyc Fax Ext:
 nyc Email: nrahman81@gmail.com
 nyc Nexus Category: ORG
 >>> Last update of WHOIS database: 2017-05-29T20:26:46Z <<<

For more information on Whois status codes, please visit <https://icann.org/epp>

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By executing a query, in any manner whatsoever, you agree to abide by these Terms and Conditions.

Learn more about your favorite domains:

[orolog-rolax.com \(/whois/orolog-rolax.com\)](https://whois/orolog-rolax.com)
[xn--rhts45bwisgjt0a.mobi \(/whois/xn--rhts45bwisgjt0a.mobi\)](https://whois/xn--rhts45bwisgjt0a.mobi)
[ikkr.nu \(/whois/ikkr.nu\)](https://whois/ikkr.nu)
[saintjo-laroche.info \(/whois/saintjo-laroche.info\)](https://whois/saintjo-laroche.info)
[scheihak.info \(/whois/scheihak.info\)](https://whois/scheihak.info)
[insura-sync.info \(/whois/insura-sync.info\)](https://whois/insura-sync.info)
[insuresync.info \(/whois/insuresync.info\)](https://whois/insuresync.info)
[eurodenial.pro \(/whois/eurodenial.pro\)](https://whois/eurodenial.pro)

STAR CABLE0211

equipofuturum.org (/whols/equipofuturum.org)
fr-salon.mobi (/whols/fr-salon.mobi)
hunefalk.org (/whols/hunefalk.org)
takislazopoulos.info (/whols/takislazopoulos.info)
accentrfd.com (/whols/centrfd.com)
clubberstore.com (/whols/clubberstore.com)
bodybasicshairbasics.com (/whols/bodybasicshairbasics.com)
legalbrazil.biz (/whols/legalbrazil.biz)
madaweb.org (/whols/madaweb.org)
royvizercreative.com (/whols/royvizercreative.com)
elliott-johnson.com (/whols/elliott-johnson.com)
breakingnewsandsport.com (/whols/breakingnewsandsport.com)
gepple.org (/whols/gepple.org)
radioshelomhail.com (/whols/radioshelomhail.com)
rynn.info (/whols/rynn.info)

See more domains (/whols-Index)

Total Cable | Building and delivering broadcast networks worldwide

STAR CABLE0212
<http://totalcableusa.com/channels>1-212-444-8138 | Info@totalcablebd.com

Log in (/login) | Service Order (/customerSignup)



TOTAL CABLE CHANNELS PACKAGE

REQUIRES 4MB MINIMUM BANDWIDTH FOR ALL CHANNELS.



SPORTS

Including all European and American Sports.



MOVIES

Including the Latest Movie, Drama Comedy.

📺 জি বাংলা	📺 AYM Sports	📺 TNT Serie	📺 Boishakhi	📺 SATV	📺 Al Ramadan
📺 জি বাংলা	📺 Animal	HD	TV	📺 BTB	📺 Peace TV
📺 সিনেমা	📺 Planet	📺 FX	📺 Ekattor TV	📺 BTB World	📺 Peace TV
📺 Zee TV HD	📺 Discovery	📺 Food	📺 Independent	📺 S Bangla	📺 Bangla
📺 Zee	📺 Channel	📺 Network	📺 Jamuna TV	📺 ATN Islamic	📺 Guide US
📺 Bollywood	📺 National	📺 A&E	📺 Channel 24	📺 TV	📺 TV
📺 Zee Living	📺 Geographic	📺 Bloomberg	📺 My TV	📺 ATN News	📺 Iqra TV
📺 ২৪ ঘণ্টা	📺 One	📺 Television	📺 ATN Bangla	📺 TBN 24	📺 Bangla
📺 Disney	📺 America News	📺 HGTV	📺 ATN Music	📺 TBN Music	📺 Huda TV
📺 Channel	📺 CNN	📺 Channel I	📺 Gaanbangla	📺 TBN	📺 Al Quran
📺 Nickelodeon	📺 History	📺 Rtv	📺 TV	📺 Cinema	📺 Quran
📺 Cartoon			📺 Asian TV	📺 TBN	📺 Bangla
📺 Network			📺 ATN Bangla	📺 Weather	📺 Al Madina
📺 Eurosports			UK	📺 ITV 24	📺 Al Mahabba
HD					



NEWS CHANNELS

Always be up-to-date with live news channels from around the world.

Total Cable | Building and delivering broadcast networks worldwide

<http://www.TotalCable.com/channels>১৪ ফাল্গুন
১-212-444-8138
Ekattor TVOne
info@totalcablebd.com
America News
ChannelFox News
ChannelCNN
Log In (/login)ATN News
Service Order (/customerSignup)

ISLAMIC CHANNELS

Lead your life according to the teaching of the Quran and Sunnah.

☆ ITV24
☆ Al Quran☆ Quran
Bangla
☆ Guide US☆ Peace TV
☆ Peace TV
Bangla☆ Al Ramadan
☆ Al Madina

☆ Al Mahabba

☆ Iqra TV
Bangla

SERIES

Stay connected with
latest Bengali and
English TV seriesMUSIC
CHANNELSBoth Bengali and English
and other other music.KID'S
CHANNELKeep your kid:
entertained w
cartoons chan❏ দ্বি বাংলা
❏ S Bangla❏ দ্বি বাংলা
সিনেমা
❏ TNT Serie
HD⦿ TBN Music
⦿ ATN Music
⦿ Gaanbangla
TV⦿ Zee TV HD
⦿ S Bangla
⦿ Zee
Bollywood❏ Cartoon
Network
❏
Nickelodeon❏ Disney
Channel

About us

Total Cable USA is leading IPTV providers to the Bangladeshi community in the USA and Canada. We are a consumer technology and Services Company based in Bangladesh, committed to delivering Live and On-Demand content to viewers

EXHIBIT F

ORIGINAL

1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----x
STAR CABLE NA, INC.,

Plaintiff,

-against-

TOTAL CABLE USA, LLC and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,
Defendants.

-----x
June 18, 2018
10:30 a.m.

500 North Broadway
New York, New York

EXAMINATION OF SYED S. AHMED, a
witness on behalf of TOTAL CABLE USA, LLC,
one of the Defendants in the above-entitled
action, held at the above date, time and
place, pursuant to Subpoena, taken before
Holly Daloia Osteen, a Reporter and Notary
Public of the State of New York.

ON TIME COURT REPORTING
516-535-3939

Syed S. Ahmed

47

Q. At the time you filed or Total Cable filed for bankruptcy, that's Total Cable LLC, did it have any assets?

A. No.

Q. Did you identify Asia TV and your ability to broadcast Asia TV as an asset in the bankruptcy?

A. No.

Q. Who was involved in the filing of that bankruptcy?

A. Me.

Q. With respect to that bankruptcy, was the trustee in that bankruptcy Richard McCord?

A. I don't remember.

Q. In the context of the bankruptcy, did you make any settlement payments?

A. On the bankruptcy?

Q. Yes.

A. No.

Q. Did you make any payments at all to any creditors?

A. No.

Q. Did Total Cable LLC make any

Syed S. Ahmed

48

1
2 payments to any creditors?

3 A. No.

4 Q. Did they settle claims with World
5 Cable at any point in time?

6 A. No.

7 Q. Is there a Total Cable TVS?

8 A. I don't know. Total Cable US LLC.

9 Q. I'm not asking you that.

10 I said, are you familiar with an
11 entity known as Total Cable TVS?

12 A. No.

13 Q. You had nothing to do with the
14 company with that description?

15 A. No.

16 Q. How about Total Cable USA, are you
17 familiar with that entity?

18 A. Total Cable US, LLC.

19 Q. Did you create any other corporate
20 entity other than Total Cable, LLC or USA,
21 LLC?

22 A. No.

23 Q. What is Total Cable BD?

24 A. I don't know.

25 Q. Where are they located?

Syed S. Ahmed

50

programming or programing that emanated from Bangladesh?

MR. BHATIA: I object.

When you say "you," let's clarify you to who --

Q. I'm asking you personally, did you?

A. No.

Q. Did Total Cable or any other entity that you worked for secure the rights to provide programming that emanated from Bangladesh?

A. Total Total Cable never did the business. Total Cable never do the business. It never worked out. So we have no transaction, nothing. So I don't know like -- I'm not able to answer your question.

Q. Let me clarify.

You personally never negotiated any type of contract wherein you or any company you worked for enabled you or authorized you to provide Bangladeshi based content over a cable system, correct?

A. No.

Q. In addition to the cable system

Syed S. Ahmed

54

Q. No other type of electronic or nonelectronic communication?

A. No.

Q. So it's your testimony that exclusively the only communications regarding Asia TV and that litigation would come through your attorney or the attorneys for Asia TV, correct?

A. Yes.

Q. How many websites does Total Cable, LLC currently maintain?

A. Nothing.

Q. How many websites did it maintain during the time prior to its bankruptcy?

A. None.

Q. Whether it's Total Cable USA or Total Cable TVS or Total Cable BD, never had a website for any of those entities?

A. Not sure of other guys. I just know Total Cable, LLC don't have any website.

Q. It never had?

A. No.

Q. And if it did, you would know?

A. Sure.

Syed S. Ahmed

59

A. I have checking account.

Q. With which bank?

A. Chase bank.

Q. How much do you have currently in that account?

A. Maybe 3,000.

MR. HOGAN: Call for production of any and all Chase bank accounts in the name of the witness.

Q. Does Total Cable maintain any bank accounts at this point?

A. No.

Q. By that I mean, Total Cable, Total TVS or Total Cable BD?

A. I don't know.

Q. But you know that Total Cable USA, LLC doesn't have any bank accounts currently?

A. Yes, no accounts.

Q. Do you know what the total revenue for Total Cable were in 2012?

A. Zero. 2012, it doesn't exist.

Q. 2013?

A. Zero.

Syed S. Ahmed

60

Q. 2014?

A. Zero.

Q. 2015?

A. Zero.

Q. '16?

A. Zero.

Q. '17?

A. Nothing.

Q. '18?

A. No.

Q. Were tax returns filed by the company?

A. Yes. 2013, 2015 and 2016, we just dissolved the company, so no tax return for 2016.

Q. What about 2014?

A. We didn't file because no business, no income to tax.

Q. Because you had to income?

A. Uh-huh.

Q. Once again, you have to say yes. You can't say uh-huh.

A. Yes.

Q. So a tax return was filed in 2013,

Syed S. Ahmed

66

1
2 servers to get the streams and get the
3 signals and release it.

4 Q. How much was your CTO paid?

5 A. He was paid nothing.

6 Q. What services did he provide?

7 A. He just set up the servers for us.

8 Q. Was he a relative of yours?

9 A. No.

10 Q. But he worked for you for free?

11 A. No. It was like if it works, he
12 would get paid, but it never worked, so he
13 didn't get paid.

14 Q. Total Cable never provided set top
15 boxes to anyone?

16 A. No.

17 Q. Between 2012 and 2018, did Total
18 Cable have any customers?

19 A. No. I have two desktops at my
20 house. I used to have two desktops.

21 Q. Desktops?

22 A. Desktop computers.

23 Q. Any other assets other than those?

24 A. No.

25 Q. Were you renting space for this

Syed S. Ahmed

68

1 Q. How much was your rent?

2 A. It was like \$1,000.

3 Q. Per month?

4 A. Yeah.

5 Q. Just to be clear, you have no
6 interest or knowledge of Total Cable BD,
7 correct?

8 A. Yes.

9 Q. When you were working for World
10 Cable, did you access a customer list?

11 A. No.

12 Q. Did you copy a customer list?

13 A. No.

14 Q. Did you forward any form of
15 electronic version of a customer list?

16 A. No.

17 Q. Do you currently own a home?

18 A. No.

19 Q. What were the source funds that
20 were used to start TVN24?

21 A. I don't know.

22 Q. Did you contribute any funds to
23 start it?

24 A. No.

Syed S. Ahmed

77

damages?

A. No.

MR. HOGAN: Let's take a short break.

(Whereupon, a recess was taken at and the proceedings resumed as follows:)

BY MR. HOGAN:

Q. When Total Cable was doing business, where did they have bank accounts?

A. Nowhere.

Q. How did it conduct business without bank accounts?

A. They didn't open bank account.

Q. How did it provide the necessary assets to acquire programming?

A. From personal accounts.

Q. When you say from personal accounts, these would be individuals taking money out of their own bank accounts, giving it to you or other people there in the form of cash?

A. No. It's like my account. I use my money.

EXHIBIT G

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Ahmodul K. Barobhuiya

27

A. No. I don't remember.

Q. Did you submit anything to the Bankruptcy Court of the United States regarding -- I'll just leave it at that.

At any point, did you submit any kind of a statement to the Bankruptcy Court of the United States of America?

A. No. I have not.

Q. You never represented to any court of law that you had an ownership interest in any company other than TBN24?

A. I don't remember and I don't think so that I've made any such statements in any court, but I had a share in another company.

Q. What was the other company that you had a share in?

A. Total Cable USA.

Q. What percentage of ownership did you have in Total Cable USA?

A. Possibly 30 to 33 percent.

Q. When did you acquire that degree of ownership of Total Cable USA?

A. I think end of 2013, possibly.

Q. In connection with your partial

1 Ahmodul K. Barobhuiya 28

2 ownership of Total Cable USA, did you ever
3 apply for a bank account or to create a bank
4 account?

5 A. Could you complete the name of the
6 company?

7 Q. Total Cable USA.

8 A. USA LLC.

9 Q. Did you apply for and create or
10 help create a bank account in the name of
11 Total Cable USA LLC?

12 A. No.

13 Q. Did you apply for or assist in the
14 creation of a bank account for Lalon TV?

15 A. Yes. At the time, working at
16 Lalon, they had different kinds of bank
17 accounts and I believe I had a bank account
18 -- I didn't have a bank account -- Lalon had
19 bank accounts but not in my name.

20 Q. Did you apply for bank accounts on
21 behalf of Lalon TV?

22 A. I did open bank accounts on behalf
23 of Lalon TV.

24 Q. Which bank?

25 A. I don't remember.

1 Ahmodul K. Barobhuiya 30

2 A. Total Cable USA LLC began business
3 end of 2013.

4 Q. Who formed that company?

5 A. Partially Syed Ahmed, S-Y-E-D,
6 A-H-M-E-D.

7 Q. Did you prepare a business plan for
8 Total Cable?

9 A. Can you repeat the question?

10 Q. For purposes of moving this along,
11 as it's been a snail's pace at this point,
12 when I say Total Cable, that will refer to
13 Total Cable USA LLC.

14 All right?

15 A. Okay. I understand.

16 Q. Did you prepare the business plan
17 for Total Cable?

18 A. No.

19 Q. Do you know who did?

20 A. Actually, there wasn't any business
21 plan for Total Cable. Not in that way -- in
22 that perspective.

23 Q. In what perspective?

24 A. Question is, would you like to know
25 how they ran the business?

1 Ahmodul K. Barobhuiya 31

2 Q. My question was clear.

3 THE INTERPRETER: He asked
4 you a question.

5 MR. HOGAN: He can't ask me
6 questions.

7 A. Okay.

8 Q. Did there come a time in which
9 Total Cable acquired certain equipment and
10 software?

11 A. No.

12 Q. What was the source of funding or
13 funds that allowed Total Cable to be created
14 and operated?

15 A. The owners provided the money.

16 Q. Do you know the source of the
17 money?

18 A. I told you, the owners provided the
19 finance.

20 Q. My question to you is, do you know
21 where the owners got the financing?

22 A. No, I don't.

23 Q. What was the relationship between
24 Total Cable USA LLC and Total Cable BD.COM?

25 A. When I was in Total Cable, we

1 Ahmodul K. Barobhuiya 35

2 answer. That's a very difficult question.

3 It's not an easy question.

4 Q. Are you able to answer it?

5 A. Please repeat the question.

6 Q. Are there any shareholders of an
7 entity known as Total Cable or Total Cable
8 USA LLC?

9 A. No, no shareholders.

10 Q. Any ownership interest other than
11 the interest that you described you have for
12 anyone else in that company?

13 A. There was.

14 Q. Who were they?

15 A. Syed Ahmed, Ziauddin Ahmed,
16 Z-I-A-U-D-D-I-N.

17 MR. BHATIA: (Inaudible.)

18 A. Just those two.

19 Q. When did Total Cable obtain any
20 rights to any channel that they broadcast?

21 A. Total Cable received the rights to
22 broadcast from G-Group and Jamuna TV,
23 J-A-M-U-N-A, but they did not broadcast
24 anything.

25 Q. They obtained certain channels from

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Ahmodul K. Barobhuiya

37

THE INTERPRETER: Can I go
off the record for a second?

A. That's not going to be "G" as in
George. That's going to be "Z" as in zebra.
The second one is Z-Bangla, B-A-N-G-L-A, 24
Hours. The name of the channel is 24 Hours.
There is a Bengali name. It's not 24 Hours.
A variation is 24 Hours but in this Bengali
it should be Chobbish, C-H-O-B-B-I-S-H, and
Ghanta, G-H-A-N-T-A. Meaning 24 Hours in
English. There were a few other channels.

Q. Do you recall the names of the
other channels?

A. Z-Cinema. I don't remember the
rest.

Q. Does Total Cable still own or have
the right to provide those channels to
individuals to whom they provide service?

A. Could you please repeat the
question?

Q. Does Total Cable USA LLC or Total
Cable have still have any right to provide
those channels that you described to
customers?

Ahmodul K. Barobhuiya

41

1 did they receive from Jamuna TV?

2 A. The name of the channel is Jamuna
3 TV.
4

5 Q. Did Total Cable TV ever have the
6 right to provide the service or channel known
7 as Star Television?

8 A. Total Cable TV or Total Cable USA
9 LLC?

10 Q. We will break it down then. We
11 will be here until midnight.

12 With respect to Total Cable TV, did
13 they have the right to broadcast or not
14 broadcast but provide the channel known as
15 Star Television?

16 A. I am not aware of anything called
17 Total Cable TV.

18 Q. As to Total Cable USA LLC, did they
19 have the right to or the rights to provide
20 the service known as or a channel known as
21 Star Television?

22 A. No.

23 Q. When was Total Cable USA LLC
24 created?

25 A. I'm not sure, but I joined Total

Ahmodul K. Barobhuiya

42

Cable 2013 -- end of 2013. They probably began business in the beginning of 2013 but I'm not sure. Two, three months before I joined.

Q. Did Total Cable USA LLC have the rights to provide Star TV Bangladesh or B-A-N-G-L-A?

A. Total Cable USA LLC doesn't exist anymore. They are not in business anymore. They filed for bankruptcy and they're not in business anymore.

Q. That's not responsive to my question.

Did they, at any point in time, have the rights to provide Star TV Bangladesh or Bangla to any customers?

A. No.

Q. Did Total Cable USA LLC ever have the rights to provide the channel known as NTV Bangla or Bangladesh?

A. No.

Q. Do you know of another entity that had the right to provide that challenge?

A. I'm not aware of that.

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Ahmodul K. Barobhuiya

43

Q. Did Total Cable USA LLC have the right to provide the Channel I?

A. No.

Q. Did Total Cable USA LLC have the right to provide Channel Willow, W-I-L-L-O-W, TV?

A. No.

Q. Did Total Cable USA LLC have the rights to provide channel known as Ten Sports?

A. No.

Q. With respect to each of the channels that I just mentioned, they number one, two, three, four, five, six, do you know of any other entity that had the right to provide those?

A. I do not know.

Q. What channels does Total Cable USA LLC have the rights to?

A. Total Cable USA LLC, itself, doesn't exist anymore.

Q. Was there a time when Total Cable USA LLC had the rights to certain channels?

A. Yes.

Ahmodul K. Barobhuiya

44

Q. When was that time?

A. They had a contract with ZTV in the beginning of 2014. Then they had contract with Jamuna TV. I believe those were the ones. And they were never broadcasted nor shown to any customers.

Q. So they weren't provided over the internet?

A. They were not given these channels. They never did business with these channels.

Q. What channels is he referring to?

A. All the channels Z-Group's channel and Jamuna TV channels. They were not shown.

Q. Were they provided over the internet to anyone?

A. No.

Q. With respect to Star Television NTV Bangladesh Channel I, Sony TV, Willow TV, Ten Sports, were those channels ever provided by Total Cable USA LLC to anyone?

A. No.

Q. What is a production contract?

A. I don't know.

Q. Does Total Cable USA LLC operate or

Ahmodul K. Barobhuiya

45

1 did they ever operate any websites?

2 A. No.

3 Q. Did any entity related to Total
4 Cable USA LLC operate websites for the
5 company?
6

7 A. No.

8 Q. When Total Cable USA LLC was
9 operating, what assets did it have?

10 A. It didn't have any assets at all.

11 Q. How did it operate without any
12 assets?

13 A. It was never operated in that way.

14 Q. When you say, "In that way," what
15 are you referring to?

16 A. The way a business is run, it was
17 never run from that perspective.

18 Q. Was there another entity that was
19 operating or providing channels to people
20 that related to or in some way was working
21 with Total Cable USA LLC?

22 A. No.

23 Q. Did Total Cable USA LLC have any
24 revenue?

25 A. No.

1 Ahmodul K. Barobhuiya 46

2 Q. Did Total Cable USA LLC have any
3 bank accounts?

4 A. No.

5 Q. What did Total Cable USA LLC do?

6 A. This company once -- was created
7 the intention or idea was to buy contents and
8 resale those content.

9 Q. Did that ever occur?

10 A. They did receive the right to sell
11 the contents but that never happened.

12 Q. So no content was ever sold by
13 Total Cable USA LLC?

14 A. No, they never did.

15 Q. If they had no revenue, how did
16 they obtain content?

17 A. In the beginning, they did receive
18 the contents and then later on they were
19 unable to sell the contents. Therefore, it
20 didn't work out. That was the reason the
21 company went out of business. It stopped
22 working.

23 Q. How did they obtain the content?

24 A. Contract was made with them and an
25 agreement was signed and they received the

Ahmodul K. Barobhuiya

47

contents.

Q. Were any of the channels or content that Total Cable USA LLC obtained exclusive content contracts?

A. No.

Q. Do you know what a "merchant processor" is?

A. Yes, I do.

Q. What is it?

A. Those who process credit cards and those who deal with banks.

Q. Did Lalor TV use a content processor?

A. They do.

Q. Who is that content processor -- I'm sorry, who is the merchant processor?

A. I couldn't tell you that.

Q. You can't tell me that because you don't know or you're refusing to tell me?

A. Yes. I don't know.

Q. Did Total Cable USA LLC use the services of any accountant?

A. No.

Q. Did they use a bookkeeper?

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Ahmodul K. Barobhuiya

48

A. No.

Q. Did they ever have any customers?

A. No.

Q. Was there ever a subscription charge to customers?

A. No.

Q. And it's your testimony that Total Cable USA LLC never had any customers?

A. Yes. That's correct. Never did.

Q. Did it have any charges for internet service providers?

A. I don't remember.

Q. Was there anyone who served as a technician for the company?

A. No, no technicians.

Q. Did the company employ any individuals in the Bangladesh call center?

A. No.

Q. Did the company send money to Bangladesh?

A. No.

Q. How many employees did the company have?

A. No employees at all.

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Ahmodul K. Barobhuiya

49

Q. Did it provide set-top boxes?

A. No.

Q. To your knowledge, did Lalon TV have any income stream?

A. When I was with them, there was income for Lalon TV.

Q. What was the source of that income?

A. From customers.

Q. Customers would have been individuals receiving channels provided over the internet by Lalon TV?

A. Yes.

Q. What is the current status of Lalon TV?

A. I'm not aware.

Q. Do you know if when you were working for Lalon TV they used a Bangladesh call center?

A. Again, that wouldn't be right on my behalf to answer the question.

Q. So, again, you're refusing to answer it on the grounds that you believe it's confidential?

A. Yes.

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X
STAR CABLE NA, INC.,

**Docket No 16-cv-04067
Assigned Judge Hon. Pollak**

Plaintiff,

**AFFIDAVIT IN SUPPORT
OF NOTICE OF MOTION
SEEKING SUMMARY
JUDGMENT TO DISMISS
THE COMPLAINT**

vs.

**TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10**

Defendants.
-----X

I Syed Ahmed, the former managing member of Total Cable USA LLC swear as follows:

1. I was the managing member of Total Cable USA LLC and as such I am familiar with the facts and circumstances of this case.
2. I am making this affidavit in support of the Total Cable USA LLC's motion seeking summary judgment to dismiss the complaint on the ground that Total Cable USA LLC is no longer in business, was dissolved in May 2016 and filed for bankruptcy Chapter 7 in which Total Cable USA LLC was discharged and in fact Total Cable USA LLC never had any business in broadcasting channels.
3. On or about July 22, 2016, the Plaintiff Star Cable NA Inc. had commenced the present action against the Defendant Total Cable USA LLC and 1Stopmedia & Entertainment Inc. d/b/a Radiant IPTV alleging copyright violations of various channels in which the Plaintiff has exclusive rights to broadcast. Subsequently, on or about July 6, 2017, the

Plaintiff Star Cable NA Inc. filed a second amended complaint. In paragraph 1 of the complaint, the Plaintiff alleged that the Plaintiff has exclusive rights in the United States and Canada to distribute the programming services including i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekushey TV viii) Somoy. In paragraph 20 of the second amended complaint, the Plaintiff alleged that the Defendant Total Cable USA LLC advertised the exclusive services to their customers who desired to watch Bangladeshi programming.

4. On or about June 16, 2016, the Defendant Total Cable USA LLC in response to the Plaintiff's complaint filed the answer. The Defendant Total Cable USA LLC denied the allegations contained in paragraph 1 of the complaint. The Defendant Total Cable USA LLC also denied the allegations contained in paragraph 20 of the complaint and states that Total Cable USA LLC does not redistribute any services as alleged in paragraph 20 of the complaint. In the fourth affirmative defense, Total Cable USA LLC alleged that it does not sell or distribute cable TV services. In the fifth affirmative defense Total Cable USA LLC stated that Total Cable USA LLC was dissolved in May 2016. In the first counterclaim, the Defendant Total Cable USA LLC claimed a judgment for attorney fees on the ground that the Plaintiff knew very well that the Defendant is not involved in the sale or distribution of television signals.
5. On or about August 7, 2017, Defendant Total Cable USA LLC had filed a motion seeking dismissal of the complaint in which the Plaintiff seeks damages and injunctive relief against Total Cable USA LLC. In the motion to dismiss Total Cable USA LLC alleged that Total Cable USA LLC has not been broadcasting business since Total Cable USA LLC was dissolved in May 2016 and subsequently in December 2016, Total Cable

USA LLC filed for Chapter 7 bankruptcy Petition and the Final Decree was passed in January 2017.

6. This Honorable Court denied the Defendant's motion on January 18, 2018. The Court was of the opinion that even though Total Cable USA LLC was dissolved, a corporation may be held liable on cause of action that accrues after dissolution of the corporation. The Court further held that the complaint should not be dismissed on the grounds that the Final Decree was issued by the Bankruptcy Court in January 2017. The Court opined based upon the allegations contained in the second amended complaint wherein the Plaintiff claims that the Defendant Total Cable USA LLC continued to use the Plaintiff's exclusive services and has the right to obtain injunctive relief. In the order, the Court held that this type of injunctive relief is not dischargeable by bankruptcy.
7. In the operative part of the order, the Court held that the parties should be allowed to engage in discovery to determine the extent of any authorized users of the exclusive services that would entitle the Plaintiff to relief.
8. The discovery was conducted after passing of the order dated January 18, 2018. Defendant Total Cable USA LLC requested the Plaintiff to provide responses to interrogatories and also to provide the documents showing that the Defendant Total Cable USA LLC had been broadcasting the channels allegedly owned by the Plaintiff Star Cable NA.
9. In response to request for documents by Total Cable USA LLC, the Plaintiff provided approximately 214 documents, Bate Stamped 1-214. Out of the 214 documents, the documents Bate Stamped 162-214 presumptively have been filed by the Plaintiff to establish that the Defendant Total Cable USA LLC continues to broadcast TV channels.

My attorney and I have reviewed the documents bate Stamped 166-214. None of these documents show that Total Cable USA LLC is involved with the business of broadcasting TV channels. Almost all of the documents Bate Stamped 166-214 show that it is Total Cable Bd broadcasting the channels and not Total Cable USA LLC. It appears that the Plaintiff is confused with the words "Total Cable", there are many corporations that start with the words "Total Cable" but they have nothing to do with Total Cable USA LLC which is one of the Defendants in the present case.

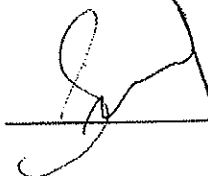
10. Total Cable USA LLC is a different corporation and has no relations whatsoever with the other corporations that start with the words "Total Cable". I did not create any other company other than Total Cable USA LLC. I did not know any company by the name of Total Cable Bd. Total Cable USA LLC never did any business and Total Cable USA LLC had no transactions Total Cable USA LLC did not have any assets and it filed for bankruptcy. I am not aware of any company by the name of Total Cable TV. I had nothing to do with the company with the description Total Cable TV. Total Cable USA LLC did not have any website and did not maintain any website prior to filing bankruptcy. Total Cable USA LLC did not maintain any bank accounts. Total Cable USA LLC did not have any revenue in the years 2012, 2013, 2014, 2015, 2016, 2017 and 2018. Total Cable USA LLC never provided any set up boxes to anyone. I did not have any interest or knowledge about Total Cable Bd. Total Cable USA LLC never had any bank accounts.

11. As a managing member of Total Cable USA LLC, I had filed Chapter 7 bankruptcy petition in December 2016. Star Cable was shown as one of the creditors as Star Cable has initiated the present action claiming damages and injunctive relief. Star Cable, the

Plaintiff herein was duly served with the notice for Chapter 7 Petition. Star Cable did not appear in the Meeting with Creditors and did not file any adversary proceedings. Total Cable USA LLC has not been in the broadcasting business since it was dissolved in May 2016. Assuming arguendo, Total Cable USA LLC was in the broadcasting business and had violated the Plaintiff's copyrights and were liable for the damages, Total Cable USA LLC is not liable to pay any damages as Total Cable USA LLC were discharged under Chapter 7, wiping out any of the damages if any, prior to filing our bankruptcy petition. There is no evidence that Total Cable USA LLC has violated any of the rights of the Plaintiff after filing for bankruptcy and after commencement of the present action.

12. Total Cable USA LLC is a dead company. It has no employees since it was dissolved. It has no assets since it was dissolved. It never opened any bank account. It never had any customers or has any customers. It has no connection with Total Cable Bd or any other corporation.

WHEREFORE, I request that the notice of motion filed by Total Cable USA LLC seeking summary judgment for dismissal of the complaint be granted along with any other just and proper relief.


Syed Ahmed

Verified On: March 25, 2019
In the State of New York
In the County of New York


(Notary Public)

SATISH KUMAR BHATIA
Notary Public, State Of New York
No. 02BH6343050
Certified in New York County
Commission Expires 05/31/2020

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

Defendants.

-----X

**MEMORANDUM OF LAW IN OPPOSITION
TO MOTION FOR SUMMARY
JUDGMENT FILED BY TOTAL CABLE USA LLC**

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TABLE OF CONTENTS

I.	<u>INTRODUCTION</u>	1
II.	<u>RELEVANT FACTS</u>	2
A.	<u>Nature of Plaintiff's Claims in this Action</u>	2
B.	<u>Defendants' Improper Conduct</u>	7
C.	<u>Total Cable's Motion Should Not be Granted</u>	8
III.	<u>ARGUMENT</u>	9
A.	<u>Total Cable's Motion is Procedurally Defective</u>	9
B.	<u>Total Cable's Motion is Substantively Defective</u>	11
1.	<u>Legal Standard</u>	11
2.	<u>There are Issues of Fact as to Whether Defendant is Still Operating</u>	12
IV.	<u>CONCLUSION</u>	14

TABLE OF AUTHORITIES*Decisions:**Page:*

<u>Brezler v. Mills</u> , 220 F. Supp. 3d (E.D.N.Y. 2016).....	11
<u>Briere v. Barbera</u> , 163 A.D.2d 659, 558 N.Y.S.2d 278 (3d Dep't 1990).....	13
<u>Bruce Supply Corp. v. New Wave Mech., Inc.</u> , 4 A.D.3d 444, 773 N.Y.S.2d 408 (2d Dep't 2004).....	13
<u>Byrd v. NYS Fingerlakes Developmental Disabilities Servs.</u> , 2018 U.S. Dist. LEXIS 111950, 2018 WL 3305423 (W.D.N.Y. July 5, 2018).....	12
<u>Camacho v. New York City Transit Authority</u> , 115 A.D.2d 691 496 N.Y.S.2d 516 (2d Dep't 1985).....	13
<u>Cea v. Access 23 TV</u> , 2015 U.S. Dist. LEXIS 123585, 2015 WL 5474070 (S.D.N.Y. Sep. 15, 2015).....	11
<u>Corbley v. County of Suffolk</u> , 45 F. Supp. 3d 276 (E.D.N.Y. 2014).....	9-10
<u>Kloner v. United States</u> , 196 F. Supp. 3d 375 (E.D.N.Y. 2016).....	12
<u>Miller v. Nassau Cnty.</u> , 2015 U.S. Dist. LEXIS 164580 (E.D.N.Y. Oct. 22, 2015) (Report & Recommendation).....	12
<u>Oladokun v. Ryan</u> , 2010 U.S. Dist. LEXIS 1033814, 2010 WL 3910578 (S.D.N.Y. Sept. 30, 2010).....	11-12
<u>Pinto v. Allstate Ins. Co.</u> , 221 F.3d 394 (2d Cir. 2000).....	11
<u>Price v. Oropallo</u> , 2014 U.S. Dist. LEXIS 116019 (N.D.N.Y. June 18, 2014) (Report & Recommendation).....	12
<u>United States v. Katz</u> , 2011 U.S. Dist. LEXIS 59159, 2011 WL 2175787 (S.D.N.Y. June 2, 2011).....	10
<u>Wenzhou Wanli Food Co. v. Hop Chong Trading Co.</u> , 2000 U.S. Dist. LEXIS 9554, 2000 WL 964944 (S.D.N.Y. July 11, 2000).....	10-11

*Statutes:**Page*

Local Rule Civ. P. 7.1.....	9-10
Local Rule Civ. P. 56.1.....	<i>passim</i>

I. INTRODUCTION

The plaintiff, Star Cable NA, Inc. (“Plaintiff” or “Star Cable”), by its attorneys, Hogan & Cassell, LLP, respectfully submits this Memorandum of Law in Opposition to the motion for summary judgment filed by the defendant, Total Cable USA LLC (“Defendant” or “Total Cable”).

The main argument raised by Total Cable in its motion for summary judgment is that the claims against it should be dismissed because it was dissolved in May 2016, and it is no longer operating.

Defendant’s motion for summary judgment should be denied since it is procedurally and substantively defective.

It is well settled that a motion for summary judgment has to be supported by a memorandum of law and a statement pursuant to Local Rule Civ. P. 56.1(a) (“Rule 56.1”). Total Cable’s motion, however, does not include a memorandum of law and does not include a Rule 56.1 statement. Thus, the motion should be denied on its face.

Even if the Court was to overlook these significant procedural deficiencies, there is still no basis to grant the motion.

As noted, the key argument in Total Cable’s motion is that it cannot be liable because it is no longer operating. It is axiomatic under New York law, however, that a corporation can be liable for its conduct even after dissolution if there are allegations that the corporation continued to operate after the dissolution. As set forth below, Total Cable’s motion should be denied given that there is a clear issue of fact as to whether Total Cable is still operating, albeit now under the name Total Cable BD.

II. RELEVANT FACTS¹

A. Nature of Plaintiff's Claims in this Action

Plaintiff is a cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services internet protocol television system ("IPTV"), WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services"). See Plaintiff's Rule 56.1 ¶ 14; Rasul Aff. ¶ 3.

The defendants in this action, Total Cable and 1StopMedia and Entertainment, Inc. d/b/a Radiant IPTV ("1StopMedia") (collectively "Defendants"), in direct violation of Plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services. See Plaintiff's Rule 56.1 ¶ 15; Rasul Aff. ¶ 4.

Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law. See Plaintiff's Rule 56.1 ¶ 16; Rasul Aff. ¶ 5.

Prior to October 22, 2013, Total Cable, upon information and belief, operated as a subsidiary of Lalon TV, Inc., an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram, New York. Both Total Cable and Lalon TV, Inc. list their Department of State process to be served upon Ahmodul Barobhuiya ("Barobhuiya"), who testified that he was the CEO of Total Cable. See Plaintiff's Rule 56.1 ¶ 17; Rasul Aff. ¶ 6.

Confirming the extremely close relationship between Total Cable and Lalon TV, Inc., in

¹ All of the relevant facts set forth herein are taken from Plaintiff's Local Rule 56.1(b) Statement ("Plaintiff's Rule 56.1") and the accompanying affidavit of Shahid Bob Rasul ("Rasul Aff.").

a bankruptcy proceeding in the Southern District of New York (In Re: World Cable, Inc., Case No: 14-10379 (MG)) Lalon TV, Inc. entered an appearance by counsel as Lalon TV, Inc. a/k/a Total TV, a/k/a Total Cable. See Plaintiff's Rule 56.1 ¶ 18; Rasul Aff. ¶ 7.

Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access. See Plaintiff's Rule 56.1 ¶ 19; Rasul Aff. ¶ 8.

Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, New York, to its subscribers via the internet in the process known as Internet Protocol Television (i.e. IPTV). See Plaintiff's Rule 56.1 ¶ 20; Rasul Aff. ¶ 9.

In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery service such as Direct TV. See Plaintiff's Rule 56.1 ¶ 21; Rasul Aff. ¶ 10.

In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights"). See Plaintiff's Rule 56.1 ¶ 22; Rasul Aff. ¶ 11.

Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's

channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers. See Plaintiff's Rule 56.1 ¶ 23; Rasul Aff. ¶ 12.

Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same. See Plaintiff's Rule 56.1 ¶ 24; Rasul Aff. ¶ 13.

The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month. See Plaintiff's Rule 56.1 ¶ 25; Rasul Aff. ¶ 14.

The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted. See Plaintiff's Rule 56.1 ¶ 26; Rasul Aff. ¶ 15.

Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service. See Plaintiff's Rule 56.1 ¶ 27; Rasul Aff. ¶ 16.

Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV, for all regions within the United States and Canada. See Plaintiff's Rule 56.1 ¶ 28; Rasul Aff. ¶ 17.

A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M.

International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television. See Plaintiff's Rule 56.1 ¶ 29; Rasul Aff. ¶ 18.

A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited. See Plaintiff's Rule 56.1 ¶ 30; Rasul Aff. ¶ 19.

More specifically, with regard to Independent TV, Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the exclusive right to broadcast Independent TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 31; Rasul Aff. ¶ 20.

With regard to Jamuna TV, Plaintiff and Jamuna TV entered into an agreement on December 1, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Jamuna TV provides Plaintiff with the exclusive right to broadcast Jamuna TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 32; Rasul Aff. ¶ 21.

With regard to Channel 16, Plaintiff and Channel 16 entered into an agreement on November 24, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Channel 16 provides Plaintiff with the exclusive right to broadcast Channel 16 in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 33; Rasul Aff. ¶ 22.

With regard to My TV, Plaintiff and My TV entered into an agreement on November 30, 2014. The agreement is for nine years. This agreement is still in effect. The agreement with My TV provides Plaintiff with the exclusive right to broadcast My TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 34; Rasul Aff. ¶ 23.

With regard to Asian TV, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the exclusive right to broadcast Asian TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 35; Rasul Aff. ¶ 24.

With regard to Bangla Vision, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the exclusive right to broadcast Bangla Vision in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 36; Rasul Aff. ¶ 25.

With regard to Ekhusey TV, Plaintiff and Ekhusey TV entered into an agreement on June 9, 2016. The agreement is for five years. This agreement is still in effect. The agreement with Ekhusey TV provides Plaintiff with the exclusive right to broadcast Ekhusey TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 37; Rasul Aff. ¶ 26.

With regard to Somoy TV, Plaintiff and Somoy TV entered into an agreement on July 1, 2014. The agreement is for five years. This agreement is still in effect. The agreement with Somoy TV provides Plaintiff with the exclusive right to broadcast Somoy TV in United States and Canada via IPTV. See Plaintiff's Rule 56.1 ¶ 38; Rasul Aff. ¶ 27.

B. Defendants' Improper Conduct

Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable. See Plaintiff's Rule 56.1 ¶ 39; Rasul Aff. ¶ 28.

Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants. See Plaintiff's Rule 56.1 ¶ 40; Rasul Aff. ¶ 29.

Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming. See Plaintiff's Rule 56.1 ¶ 41; Rasul Aff. ¶ 30.

In direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Said actions of Defendants are an unauthorized divulgence of satellite signals. See Plaintiff's Rule 56.1 ¶ 42; Rasul Aff. ¶ 31.

Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable. See Plaintiff's Rule 56.1 ¶ 43; Rasul Aff. ¶ 32.

C. Total Cable's Motion Should Not be Granted

The main argument raised by Total Cable in its motion for summary judgment is that the claims against it should be dismissed because it was dissolved in May 2016, and it is no longer operating. See Plaintiff's Rule 56.1 ¶ 44; Rasul Aff. ¶ 33.

Total Cable's motion should be denied given that there is a clear issue of fact as to whether Total Cable is still operating, albeit now under the name Total Cable BD. See Plaintiff's Rule 56.1 ¶ 45; Rasul Aff. ¶ 34.

Specifically, historical website documents pertaining to Total Cable from 2012 to 2016, reflect Total Cable's phone number of (212) 444-8138. See Plaintiff's Rule 56.1 ¶ 46; Rasul Aff. ¶ 35.

The same exact website as Total Cable's website as of May 7, 2016, on August 17, 2016, has the logo changed to Total Cable BD and the email address changed to info@totalcablebd.com. The phone number of (212) 444-8138 and rest of information is identical on both websites. See Plaintiff's Rule 56.1 ¶ 47; Rasul Aff. ¶¶ 36-37.

Before this action was filed, Total Cable and Total Cable BD had its website "who-is" information that shows the owners as publicly available until sometime in 2016. Both websites "who-is" information shows the same individual Habib Rahman as the registrant with address of 15 Westmoylan Lane, Coram New York. See Plaintiff's Rule 56.1 ¶ 48; Rasul Aff. ¶ 38.

The "who-is" information for Total Cable as of August 17, 2016, shows the address of 15 Westmoylan Lane, Coram New York. After this suit was commenced, Total Cable changed its "who-is" information to anonymous. See Plaintiff's Rule 56.1 ¶ 49; Rasul Aff. ¶ 39.

Just like Total Cable, the "who-is" information for Total Cable BD as of August 17, 2016, shows the address of 15 Westmoylan Lane, Coram New York. Just like Total Cable, after

the commencement of this suit, Total Cable BD made its “who-is” information anonymous. See Plaintiff’s Rule 56.1 ¶ 50; Rasul Aff. ¶ 40.

Notably, as reflected in information printed from Secretary of State of New York website on April 11, 2019, Total Cable had the same exact address as the address for Total Cable BD, which is 15 Westmoylan Lane, Coram New York. See Plaintiff’s Rule 56.1 ¶ 51; Rasul Aff. ¶ 41.

While Total Cable claims that after it filed for bankruptcy in 2016, that it had no assets or revenues and dissolved, Rasul’s debit card was charged \$90.00 on October 2, 2017, by Total Cable. The charge was for a subscription for services that had been active since approximately 2014. This charge was made nearly eleven months after Total Cable filed for bankruptcy and even though Total Cable is claiming that the company was not conducting any business while doing so. The charge depicts the same Total Cable phone number of (212) 444-8138. See Plaintiff’s Rule 56.1 ¶ 52; Rasul Aff. ¶ 42.

In a suit commenced by Asia TV USA Ltd. against Total Cable and other defendants, the defendants recently settled the action for \$450,000. Barobhuiya executed the agreement on behalf of Total Cable in August 2018. See Plaintiff’s Rule 56.1 ¶ 53; Rasul Aff. ¶ 43.

III. ARGUMENT

A. Total Cable’s Motion is Procedurally Defective

Pursuant to this Court’s Local Rules 7.1 and 56.1, a motion for summary judgment has to be supported by a memorandum of law and a Rule 56.1 statement. As courts have held, a party’s failure to comply with these Rules is a sufficient basis to deny a motion for summary judgment on its face.

For example, in Corbley v. County of Suffolk, 45 F. Supp. 3d 276 (E.D.N.Y. 2014), the

court denied the plaintiff's cross-motion on its face because the plaintiff did not submit a Rule 56.1 statement with the cross-motion:

Yet, as argued by the Defendant, Plaintiff failed to submit a Local Rule 56.1 Statement outlining the undisputed facts. The Court has discretion to deny a motion for summary judgment when it does not include a Rule 56.1 Statement. "Failure to submit such a statement may constitute grounds for denial of the motion." Local Civil Rule 56.1(a). The Court finds that Plaintiff's failure to provide a statement of undisputed facts is fatal to its motion for summary judgment, and therefore the motion is denied on this basis.

45 F. Supp. 3d at 284 (citation omitted).

In United States v. Katz, 2011 U.S. Dist. LEXIS 59159, 2011 WL 2175787 (S.D.N.Y. June 2, 2011), the defendant, Stanley Katz, filed a motion for summary judgment seeking to dismiss the complaint of the United States. Instead of submitting a statement consistent with Local Rule 56.1, Katz submitted affidavits. The affidavits contained arguments in support of Katz's position. In denying the motion on its face, the court explained that courts in the Southern District and Eastern District of New York are empowered to deny a motion for summary judgment just because the motion fails to comply with Rule 56.1. The court found that the affidavits were an insufficient substitute for a Rule 56.1 statement, finding that the affidavits were unhelpful since they contained arguments and subjective characterizations of the facts. 2011 U.S. Dist. LEXIS 59159, at *12-*14.

And, in Wenzhou v. Wanli Food Co. v. Hop Chong Trading Co., 2000 U.S. Dist. LEXIS 9554, 2000 WL 964944 (S.D.N.Y. July 11, 2000), the defendant, Hop Chong, moved for summary judgment. Instead of submitting a memorandum of law in support of the motion, Hop Chong relied upon an affidavit. The affidavit did not cite to any statutes or case law. The court denied the motion on its face, explaining that the motion failed to comply with Local Rule 7.1. In addition, the court explained that a party's failure to provide the court with authorities,

improperly places the burden on the court to conduct the initial legal analysis. The court denied Hop Chong's motion because it failed to submit a memorandum of law in support of its motion. 2000 U.S. Dist. LEXIS 9554, at *11-*13. See also Cea v. Access 23 TV, 2015 U.S. Dist. LEXIS 123585, at *2-*3, 2015 WL 5474070 (S.D.N.Y. Sep. 15, 2015) ("The 'failure to submit a memorandum of law, standing alone, is sufficient cause for granting or denying a motion. It is not necessary to reach the merits.'").

As in the above cases, it is evident that Total Cable's motion should be denied. Significantly, the motion is not supported by a memorandum of law and does not cite to any cases or statutes in support of its position. While the motion is "supported" by the affirmation of its counsel, as the above cases make clear, this is patently insufficient. In addition, the motion is not supported by a Rule 56.1 statement.

Therefore, Total Cable's motion should be denied on its face.

B. Total Cable's Motion is Substantively Defective

1. Legal Standard

It is axiomatic that on a motion for summary judgment that the court must interpret all of the material facts in the light most favorable to the non-moving party. Summary judgment is inappropriate if a reasonable jury could find for the nonmoving party. See, e.g., Pinto v. Allstate Ins. Co., 221 F.3d 394, 398 (2d Cir. 2000) (explaining that in deciding a motion for summary judgment that a court should resolve all ambiguities and draw all inferences in favor of the non-moving party); Brezler v. Mills, 220 F. Supp. 3d 303, 320-21 (E.D.N.Y. 2016) (explaining that at the summary judgment stage, the court is required "to view the evidence in the light most favorable to the party opposing summary judgment, to draw all reasonable inferences in favor of that party, and to eschew credibility assessments."); Oladokun v. Ryan, 2010 U.S. Dist. LEXIS 1033814, at

*11-*12, 2010 WL 3910578 (S.D.N.Y. Sept. 30, 2010) (“To avoid summary judgment, all that is required of the non-moving party is a showing of sufficient evidence supporting the claimed factual dispute as to require a judge or jury’s resolution of the parties’ differing versions of truth”); Kloner v. United States, 196 F. Supp. 3d 375, 381 (E.D.N.Y. 2016) (“A genuine issue of fact exists when there is sufficient ‘evidence on which the jury could reasonably find for the plaintiff.’”).

Moreover, it is black letter law that a court can only consider admissible evidence on a motion for summary judgment. Thus, a court should not consider unauthenticated documents and documents such as unsworn letters. See, e.g., Price v. Oropallo, 2014 U.S. Dist. LEXIS 116019, at *22 (N.D.N.Y. June 18, 2014) (Report & Recommendation) (stating that “[O]nly admissible evidence need be considered by the trial court in ruling on a motion for summary judgment”) and noting that cases have held that unsworn letters could not be considered in connection with a motion for summary judgment); Miller v. Nassau Cnty., 2015 U.S. Dist. LEXIS 164580, at *19 (E.D.N.Y. Oct. 22, 2015) (Report & Recommendation) (holding that factual assertions made in certain letters were not admissible for purposes of a motion for summary judgment); Byrd v. NYS Fingerlakes Developmental Disabilities Servs., 2018 U.S. Dist. LEXIS 111950, at *3, 2018 WL 3305423 (W.D.N.Y. July 5, 2018) (“Defendant relies heavily on various documents, including reports, emails, and letters. However, these documents are not in admissible evidentiary form because none of them has been properly authenticated through deposition testimony or an affidavit from its author.”).

In this matter, when viewing the evidence in the light most favorable to Plaintiff, it is evident that Defendant is not entitled to summary judgment.

2. There are Issues of Fact as to Whether Defendant is Still Operating

The main argument raised by Total Cable in its motion for summary judgment is that the

claims against it should be dismissed because it was dissolved in May 2016, and it is no longer operating. See March 25, 2019 Affirmation of Satish K. Bhatia in support of Total Cable's motion ("Bhatia Aff.") ¶¶ 2, 4.

Total Cable's motion is legally and factually without merit.

Significantly, under New York law, a corporation can be liable for its conduct even after dissolution if there are allegations that the corporation continued to operate after the dissolution. See, e.g., Camacho v. New York City Transit Authority, 115 A.D.2d 691, 693, 496 N.Y.S.2d 516, 519-20 (2d Dep't 1985) ("The filing of a certificate of dissolution does not entirely terminate corporate existence. A corporation may be held liable on a cause of action which accrues after dissolution") (citation omitted); Bruce Supply Corp. v. New Wave Mech., Inc., 4 A.D.3d 444, 773 N.Y.S.2d 408, 409-10 (2d Dep't 2004) ("A corporation may be held liable on a cause of action that accrues after dissolution if the corporation continued its operations, operated its premises, and held itself out as a de facto corporation, notwithstanding its dissolution"); Briere v. Barbera, 163 A.D.2d 659, 558 N.Y.S.2d 278, 279 (3d Dep't 1990) (holding that a dissolved corporation was properly sued).

Here, as set forth in detail in the Rasul Aff., there is a clear issue of fact as to whether Total Cable is still operating, albeit now under the name Total Cable BD. In fact, Total Cable and Total Cable BD share the same website, the same telephone number and the same exact address. See Plaintiff's Rule 56.1 ¶¶ 44-51; Rasul Aff. ¶¶ 33-41.

In addition, While Total Cable claims that after it filed for bankruptcy in 2016, that it had no assets or revenues and dissolved, Rasul's debit card was charged \$90.00 on October 2, 2017, by Total Cable. The charge was for a subscription for services that had been active since approximately 2014. This charge was made nearly eleven months after Total Cable filed for

bankruptcy and even though Total Cable is claiming that the company was not conducting any business while doing so. The charge depicts the same Total Cable phone number of (212) 444-8138. See Plaintiff's Rule 56.1 ¶ 52; Rasul Aff. ¶ 42.

And, in a suit commenced by Asia TV USA Ltd. against Total Cable and other defendants, the defendants recently settled the action for \$450,000. The CEO of Total Cable, Barobhuiya, executed the agreement on behalf of Total Cable in August 2018. See Plaintiff's Rule 56.1 ¶¶ 17, 52; Rasul Aff. ¶¶ 6, 42.

Accordingly, Total Cable's motion for summary judgment should be denied.

IV. CONCLUSION

For the reasons set forth above, Plaintiff respectfully requests that the Court deny Defendant's motion for summary judgment.

Dated: April 22, 2019

Respectfully submitted,

HOGAN & CASSELL, LLP
Attorneys for Star Cable NA, Inc.

By:  _____

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

**AFFIDAVIT OF
BOB RASUL IN
OPPOSITION TO
DEFENDANTS'
MOTIONS FOR
SUMMARY JUDGMENT**

Defendants.
-----X

STATE OF NEW YORK)
) ss:
COUNTY OF NASSAU)

SHAHID BOB RASUL, being duly sworn, deposes and states the following under penalty of perjury:

Introduction

1. I am the Chief Technology Officer of the plaintiff in this action, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"). I submit this affidavit in opposition to the motion for summary judgment filed by Total Cable USA LLC ("Total Cable") and the motion for summary judgment filed by 1StopMedia and Entertainment, Inc. d/b/a Radiant IPTV ("1StopMedia") (Total Cable and 1StopMedia will collectively be referred to as "Defendants").

2. As set forth below, neither motion has merit.

Nature of Plaintiff's Claims in this Action

3. Plaintiff is a cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services internet protocol television system ("IPTV"), WiMax Wireless and Mobile TV. The

exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services").

4. Defendants, in direct violation of Plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services.

5. Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law.

6. Prior to October 22, 2013, Total Cable, upon information and belief, operated as a subsidiary of Lalon TV, Inc., an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram NY. Both Total Cable and Lalon TV, Inc. list their Department of State process to be served upon Ahmodul Barobhuiya ("Barobhuiya"), who testified that he was the CEO of Total Cable.

7. Confirming the extremely close relationship between Total Cable and Lalon TV, Inc., in a bankruptcy proceeding in the Southern District of New York (In Re: World Cable, Inc Case No: 14-10379 (MG)) Lalon TV, Inc. entered an appearance by counsel as Lalon TV, Inc. a/k/a Total TV, a/k/a Total Cable.

8. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service

otherwise known as internet access.

9. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, New York, to its subscribers via the internet in the process known as Internet Protocol Television (i.e. IPTV).

10. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV.

11. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights").

12. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.

13. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same.

14. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the

customer's bill each month.

15. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.

16. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.

17. Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV, for all regions within the United States and Canada.

18. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television.

19. A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited.

20. More specifically, with regard to Independent TV, Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not

been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the exclusive right to broadcast Independent TV in United States and Canada via IPTV. See agreement between Plaintiff and Independent TV (attached hereto as Exhibit A).

21. With regard to Jamuna TV, Plaintiff and Jamuna TV entered into an agreement on December 1, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Jamuna TV provides Plaintiff with the exclusive right to broadcast Jamuna TV in United States and Canada via IPTV. See agreement between Plaintiff and Jamuna TV (attached hereto as Exhibit B).

22. With regard to Channel 16, Plaintiff and Channel 16 entered into an agreement on November 24, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Channel 16 provides Plaintiff with the exclusive right to broadcast Channel 16 in United States and Canada via IPTV. See agreement between Plaintiff and Channel 16 (attached hereto as Exhibit C).

23. With regard to My TV, Plaintiff and My TV entered into an agreement on November 30, 2014. The agreement is for nine years. This agreement is still in effect. The agreement with My TV provides Plaintiff with the exclusive right to broadcast My TV in United States and Canada via IPTV. See agreement between Plaintiff and My TV (attached hereto as Exhibit D).

24. With regard to Asian TV, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the exclusive right to broadcast Asian TV in

United States and Canada via IPTV. See agreement between Plaintiff and Asian TV (attached hereto as Exhibit E).

25. With regard to Bangla Vision, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the exclusive right to broadcast Bangla Vision in United States and Canada via IPTV. See agreement between Plaintiff and Bangla Vision (attached hereto as Exhibit F).

26. With regard to Ekhusey TV, Plaintiff and Ekhusey TV entered into an agreement on June 9, 2016. The agreement is for five years. This agreement is still in effect. The agreement with Ekhusey TV provides Plaintiff with the exclusive right to broadcast Ekhusey TV in United States and Canada via IPTV. See agreement between Plaintiff and Ekhusey TV (attached hereto as Exhibit G).

27. With regard to Somoy TV, Plaintiff and Somoy TV entered into an agreement on July 1, 2014. The agreement is for five years. This agreement is still in effect. The agreement with Somoy TV provides Plaintiff with the exclusive right to broadcast Somoy TV in United States and Canada via IPTV. See agreement between Plaintiff and Somoy TV (attached hereto as Exhibit H).

Defendants' Improper Conduct

28. Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system

through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.

29. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.

30. Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.

31. In direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Said actions of Defendants are an unauthorized divulgence of satellite signals.

32. Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.

Total Cable's Motion Should Not be Granted

33. The main argument raised by Total Cable in its motion for summary judgment is that the claims against it should be dismissed because it was dissolved in May 2016, and it is no longer operating.

34. Total Cable's motion should be denied given that there is a clear issue of fact as to whether Total Cable is still operating, albeit now under the name Total Cable BD.

35. Specifically, attached hereto as Exhibit I are historical website documents

pertaining to Total Cable from 2012 to 2016. These documents reflect Total Cable's phone number of (212) 444-8138.

36. Attached hereto as Exhibit J is a printout from Total Cable's website as it existed on May 7, 2016.

37. Attached hereto as Exhibit K is a printout from the same exact website on August 17, 2016. Notably, the website now has the logo changed to Total Cable BD and the email address changed to info@totalcablebd.com. Most significantly, the phone number of (212) 444-8138 and rest of information is identical on both websites.

38. Before this action was filed, Total Cable and Total Cable BD had its website "who-is" information that shows the owners as publicly available until sometime in 2016. Both websites "who-is" information shows the same individual Habib Rahman as the registrant with address of 15 Westmoylan Lane, Coram New York.

39. Exhibit L hereto, shows the "who-is" information for Total Cable as of August 17, 2016. The information shows the address of 15 Westmoylan Lane, Coram New York. After this suit was commenced, Total Cable changed its "who-is" information to anonymous, as depicted in Exhibit L.

40. Just like Total Cable, the "who-is" information for Total Cable BD as of August 17, 2016, shows the address of 15 Westmoylan Lane, Coram New York. Just like Total Cable, after the commencement of this suit, Total Cable BD made its "who-is" information anonymous. See Exhibit M.

41. Notably, as reflected in information printed from Secretary of State of New York website on April 11, 2019, Total Cable had the same exact address as the address for Total Cable BD, which is 15 Westmoylan Lane, Coram New York. See Exhibit N.

42. While Total Cable claims that after it filed for bankruptcy in 2016, that it had no assets or revenues and dissolved, Exhibit O, shows a transaction from my debit card dated October 2, 2017, for \$90.00. This is for a subscription for services that have been active since approximately 2014. This charge was nearly eleven months after Total Cable filed for bankruptcy and even though Total Cable is claiming that the company was not conducting any business while doing so. Notably, the charge depicts the same Total Cable phone number of (212) 444-8138.

43. Interestingly, in a suit commenced by Asia TV USA Ltd. against Total Cable and other defendants, the defendants recently settled the action for \$450,000. Barobhuiya executed the agreement on behalf of Total Cable in August 2018. See Exhibit P.

44. In sum, this Court should reject Total Cable's claims that it is not operating and that it has no affiliation with Total Cable BD and deny its motion for summary judgment.

1StopMedia's Motion Should Not be Granted

45. In its motion, 1StopMedia does not dispute that it is also broadcasting the Exclusive Services. According to 1StopMedia, however, its conduct is not improper because Plaintiff supposedly does not have the exclusive rights to the eight programming services that comprise the Exclusive Services and that 1StopMedia supposedly has rights to broadcast the Exclusive Services.

46. As set forth below, for two main reasons, 1StopMedia's position does not lead to the conclusion that its motion should be granted.

47. First, almost all of the documents relied upon by 1StopMedia are unauthenticated and uncertified.

48. Second, even if the Court considers the documents, they do not support the relief

sought by 1StopMedia.

49. Specifically, in the March 25, 2019 Affirmation of Satish K. Bhatia in support of 1StopMedia's motion ("Bhatia Aff."), Bhatia claims that 1StopMedia is not broadcasting Somoy TV, just because it so alleged in its answer to the Complaint. See Bhatia Aff. ¶ 4. I submit that this is insufficient to find as a matter of law that 1StopMedia is not broadcasting Somoy TV.

50. Bhatia next states in his affirmation that Plaintiff has no rights to broadcast Boishaki TV. See Bhatia Aff. ¶ 5. Given that Boishaki TV is not part of the claims in this action, I fail to see the relevance of 1StopMedia's reference to Boishaki TV.

51. The only issue raised in the Bhatia Aff. that concerns Independent TV is the claim that Plaintiff's agreement with Independent TV expired because it was for a period of three years and Plaintiff never demonstrated that the agreement was renewed. See Bhatia Aff. ¶ 6.

52. As noted above, however, the Independent TV agreement specifically states that the agreement automatically renews after the three years. Given, as explained above, that the agreement has never been terminated, Star Cable still retains the exclusive rights to broadcast Independent TV in the United States and Canada over IPTV.

53. Moreover, since 1StopMedia does not deny broadcasting Independent TV -- which would be in clear contravention of Star Cable's exclusive rights -- it is evident that 1StopMedia is not entitled to summary judgment as to Star Cable's claims against it.

54. With regard to Jamuna TV, Bhatia argues that 1StopMedia is entitled to summary judgment because: 1) there is no showing that Star Cable's agreement with Jamuna TV was ever renewed; and 2) Jamuna TV has certified that 1StopMedia has rights to broadcast Jamuna TV in North America and that no other entity has exclusive rights to broadcast Jamuna TV anywhere in the world. See Bhatia Aff. ¶¶ 7, 8; Exhibit G to Bhatia Aff.

55. With regard to the first claim, as explained above, the agreement between Star Cable and Jamuna TV automatically renews. Thus, the mere fact that there is no additional documentation showing that the agreement was extended after the first time (which expired on December 1, 2017), does not lead to the conclusion that the agreement is no longer in effect.

56. With regard to the “certification,” notably this document is not authenticated or certified in any manner. It is not notarized and consists of a letter “To Whom it May Concern.” Further, the statement in the document that no other organization has the exclusive rights with Jamuna TV to broadcast Jamuna TV anywhere in the world is undeniably false given that it is belied by the exclusive agreement between Star Cable and Jamuna TV. See Exhibit B.

57. Bhatia next asserts that Star Cable’s claim against 1StopMedia pertaining to Channel 16 is deficient because Channel 16 is supposedly no longer broadcasting and because Channel 16 has an agreement with Lalon TV. See Bhatia Aff. 7.

58. Even assuming that Channel 16 has an agreement with Lalon TV, 1StopMedia does not put forth anything to demonstrate that this would insulate it from liability in this matter. Moreover, the only support for the statement that Channel 16 is no longer broadcasting is the unsupported assertion made by the president of 1StopMedia, Saiful Siddique (“Siddique”). Star Cable submits that Siddique’s unsupported claim is not sufficient for this Court to find as a matter of law that Channel 16 is no longer broadcasting.

59. Similar to its position with Jamuna TV, with regard to My TV, 1StopMedia argues that based upon a “certification” Star Cable does not have the right to broadcast My TV. See Bhatia Aff. ¶ 10; Exhibit I. As with Jamuna TV, the alleged certification is nothing more than a letter “To Whom it May Concern” that is not authenticated, not certified and not notarized. And, the letter is directly contradicted by the exclusive agreement between Star Cable

and My TV. See Exhibit D.

60. With regard to Ekhussey TV, Bhatia claims that Ekhussey TV terminated its agreement with Star Cable by sending a letter to Star Cable on August 23, 2016. See Bhatia Aff. ¶11; Exhibit J.

61. IStopMedia's reliance upon this letter fails. The agreement between Star Cable and Ekhussey TV only permits the termination of the agreement prior to the expiration of the five-year term, which does not expire until June 2021, if there is a material breach of the agreement and the breach is not cured within sixty days. See agreement ¶ 10 (Exhibit G). Even assuming that the letter attached as Exhibit J to the Bhatia Aff. is authentic, the letter does not come close to complying with the language in the agreement for a proper termination of the agreement. In fact, the letter does not even mention paragraph 10 of the agreement, which, if the letter was authentic, one would expect to see in the letter.

62. With regard to Bangla Vision, IStopMedia claims that it cannot be liable for its broadcasting of this service because it entered into an agreement with Bangla Vision on September 23, 2014. See Bhatia Aff. ¶ 14; Exhibit M.

63. Most notably, however, the referenced agreement is for mobile apps, not for broadcasting over IPTV. Thus, this agreement is irrelevant.

64. Finally, IStopMedia claims that it entered into an agreement with Asia TV on November 20, 2014, for exclusive rights and then entered into another agreement with Asia TV on June 6, 2016, for non-exclusive rights to broadcast Asia TV. See Bhatia Aff. ¶¶ 12-13; Exhibits K and L.

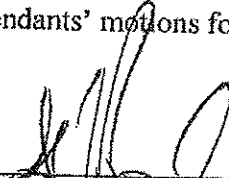
65. Highlighting that there are issues of fact as to the authenticity of these documents, IStopMedia puts forth no explanation as to why if it supposedly obtained exclusive rights from

Asia TV in November 20, 2014 it would then enter into an agreement less than two years later for non-exclusive rights.

66. 1StopMedia's motion should be denied

Conclusion

67. Accordingly, this Court should deny Defendants' motions for summary judgment.



SHAHID BOB RASUL

Sworn to before me this
19 day of April 2019



NOTARY PUBLIC

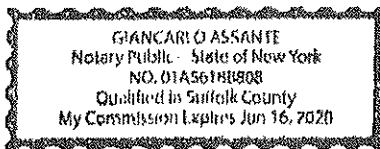


EXHIBIT A

NETWORK AFFILIATION AGREEMENT

Between

Independent Television Ltd.
149-150 Twjagon I/A
Dhaka
Bangladesh

And:
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Independent Television Ltd. (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.30 per Subscriber, per Month.

Minimum payment first year: \$18,000 to be paid quarterly in advance. First payment due immediately after signing this contract in amount of \$6,500

Guaranteed Payment	vs.	Projection payments*
1 st year: \$18,000 per year.		50,000 subscribers \$150,000
2 nd year: \$36,000		100,000 subs \$360,000
3 rd year: \$54,000		150,000 subs \$540,000

*As the subs increase payments will increase accordingly. Minimum payment is guaranteed 10% of projections. Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system (live data) will be provided on quarterly basis or anytime on written demand from Independent Television Ltd.

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF November 26, 2014, (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV. (Exception of Radiant IPTV)

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributor, above \$0.30 Independent TV will be paid 50% of the monthly fee

95

per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Independent TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable MA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Independent TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of Three (3) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and half percent (1.5%) interest per day (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"). License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a International satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

95

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.
7. **Audits.** During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.
8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.
9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.
10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days. NON-PAYMENT Independent Television Ltd. Has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guarantee payment due or for extra payments due based on actual # of subs.

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11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.


12. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

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14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.
15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.
16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to this arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.
17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.
18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC.
3839 Bell Blvd Suite 233
Bayside NY 11361

 55

Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.
20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint ventures controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.
21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.
22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.
23. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.
24. **"Standard Terms"** shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.
25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Independent Television Ltd.

Signature:



Printed Name:

M Shamsur Rahman

Title:

Editor in Chief & CEO

Date:

26/11/14

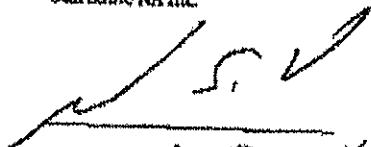
M Shamsur Rahman
Chief Executive Officer

BEXIMO media ltd.

Asst. Natl.:

StarCable NA Inc.

Signature



Printed Name:

SATIA SOUTA

Title:

Director

Date:

11/26/14

EXHIBIT B



Jamuna Television Limited
 Jamuna Television Bhavan | Jamuna Future Park Complex
 Ka-244, Progoti Sharoni | Baridhara | Dhaka-1229 | Bangladesh
 Phone +880 2 8416060 | Fax +880 2 8416070
 email: info@jamunatv.net
 www.jamunatv.net

NETWORK AFFILIATION AGREEMENT

Between

Jamuna Television
 Jamuna Future Park Complex KA-244
 Progoti Sharoni, Baridhara
 Dhaka
 Bangladesh

And:
 Affiliate: StarCable NA Inc.
 3839 Bell Blvd Suite 233
 Bayville NY 11761

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Jamuna Television (the "Service").

Service Description: 24 hour Bangla Channel News and Programmes

License Fee: USD \$0.50 per Subscriber per Month.

Minimum payment first year: \$18,000 to be paid quarterly in advance. First payment due immediately after signing this contract in amount of \$4,500

Guaranteed Payment	vs.	Projection payments*
1 st year: \$18,000 per year.		50,000 subscribers \$ 900,000
2 nd year: \$36,000		100,000 subs \$ 600,000
3 rd year: \$54,000		150,000 subs \$ 900,000

*As the subs increase payments will increase accordingly. Minimum payment is guaranteed 10% of projections. Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Jamuna Television.
 NON-PAYMENT: Jamuna Television has right to terminate this contract by giving 60 days written notice to cure for non-payment of minimum guaranteed payment due as above schedule or for extra payments due based on actual number of subs.

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF December 1, 2014, (the "Effective Date")

Conditions as follows:

1. Affiliate shall have exclusive rights for Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.



Jamuna Television Limited
 Jamuna Television Bhavan | Jamuna Future Park Complex
 Ka-244, Pragati Shorani | Baridhara | Dhaka-1229 | Bangladesh
 Phone +880 2 8416060 | Fax +880 2 8416070
 email: info@jamunatv.net
 www.jamunatv.net

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributor, above \$0.5 Jamuna tv will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Jamuna TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Jamuna TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

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Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.5/2%) interest per month (or if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"). License Fees to such distribution shall be per subscriber. Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

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5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming Over the Air or on Fiber. Notwithstanding anything to the contrary herein,



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 www.jamunatv.net

Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the system.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's name and/or Marks, in routine promotional materials, such as program guides, program listings and bill stickers, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Audits.** During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing

**Jamuna Television Limited**

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 Kc-244, Pragati Shoroni | Boridhara (Dhaka-1229) Bangladesh
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 email: info@jamunatv.net
 www.jamunatv.net

non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or any of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially



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the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order; repair and condition throughout the Term and promptly and adequately repair all damage it causes to any Systems, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.



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18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC.
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. **Construction.** The words "herein," "hereof," "hereunder" and other similar terms refer to this Agreement as a whole.



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and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Jamuna Television

Signature:

Printed Name:

Title:

Date:

Managing Director

01/12/2014

Affiliate:

StarCable MA Inc.

Signature

Printed Name:

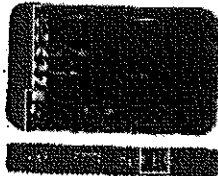
Title:

Date:

Director

12/11/14

EXHIBIT C



A Bangla Satellite TV Channel

CHANNEL-16
Insight Telecast

বাংলাদেশ সময় পান নিউজ টিভি

*If you have a letter
you can think and write
for me...*

Ref.

Date: 11/25/2014

NETWORK AFFILIATION AGREEMENT

Between

Channel 16
7-9 Kew-Forest
Dulles, VA 22024
Bangladesh

And
StarCable MA Inc.
3839 Bell Blvd Suite 203
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to the purchase and carriage of the programming service identified below:

Programming Service: Channel 16 (the "Service").

Service Description: 24 hour Bangla Channel consisting of Drama, News, music and children's shows.

Licensing Fee: USD \$0.25 per subscriber, per month.

Minimum Year 1: \$4,000 to be paid quarterly in advance \$1,000 due immediately after signing of this contract.

2nd Year: \$12,000

3rd Year: \$16,000

4th Year: \$20,000

5th Year: \$24,000

6th Year: \$28,000

7th Year: \$32,000

8th Year: \$36,000

System Territory: United States of America, and Canada.

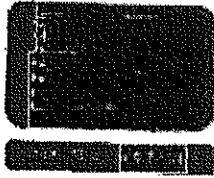
ACCEPTED AND AGREED TO EFFECTIVE AS OF November 25, 2014, (the "Effective Date")

Conditions as follows:

1. Scope: Affiliate shall have the non-exclusive right to distribute the Service via: (a) cable television systems; (b) Satellite DTH (direct to home) or Over the Air; Affiliate shall have exclusive rights for Wireless, Wireless, Internet (IPTV, Internet Protocol TV) and Mobile TV.

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributors, above \$0.25 Channel 16 will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized copying or receipt of the Service. Channel 16 agrees that any requests that comes to any requesting carrier on exclusive platforms (Wireless, Wireless, IPTV or Mobile TV) will direct those requests to StarCable MA Inc. StarCable shall provide a direct feed to those systems requiring access to programming. Channel 16 will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' PCs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf as a

SS
[Signature]



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

সংবাদ চরম খবর বিশ্লেষণ

If you have a comment
you are short and sweet,
it's for everyone.....

Ref.

"person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to contest any illegal copying or piracy of the Service.

Date:

7. **Term of Agreement.** The term shall be for a period of eight (8) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

8. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purposes of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service subscribers on the first and last day of the month for which payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.5%) interest per month (or, if lower, the maximum rate allowable by law) on each unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to collect and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, pet care homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and resorts (collectively referred to herein as "MULUs"). License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

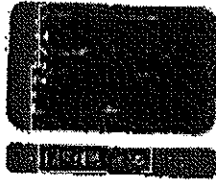
9. **Obligations.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of its Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on each fixed time delay and there shall be an alternate channel that would show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming, for advertisement insertion then 50% of all revenues received from advertising shall be due to Network.

10. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a terrestrial satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

11. **Ownership.** All Manner, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the term. Affiliate only shall use Marks in the various and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Use of Network's name and/or Marks, in positive promotional materials, such as program guides, program listings and bill stickers, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

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[Signature]



A Bang's Satellite TV Channel

CHANNEL-16

Insight Telecast

বঙ্গবাজার চ্যানেল স্যাটেলাইট টেলিকাস্ট

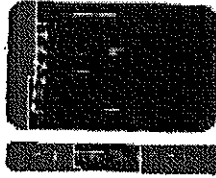
*If you have a chance
you can think and work
for the moment...*

Ref:

Date:

7. **Audit.** During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.
8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultants, accountant, majority shareholders, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of each release or publicity from the other Party.
9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferee, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.
10. **Termination.** Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if each breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days written notice in the event of any force majeure (e.g., fire, flood, government action) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 60 days.
11. **Representations and Warranties.** Network represents and warrants to Affiliates that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliates, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.
- Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA, that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.
12. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and persons (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses

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Ataharul



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

১৬ নম্বর চ্যানেল
১৬ নম্বর চ্যানেল
১৬ নম্বর চ্যানেল
১৬ নম্বর চ্যানেল
১৬ নম্বর চ্যানেল

My name is [redacted]
[redacted] [redacted] and [redacted]
[redacted] [redacted] [redacted]

Ref:

Date:

(including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscriber) or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming constitutes any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringe the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to the extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service; (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liability, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything to this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligation shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

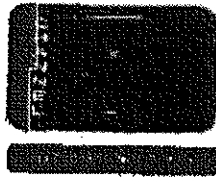
13. **Covenants.** Affiliate hereby covenants and agrees that it will (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the System in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital time-division technology), provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact, and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals for system and equipment adjustment on broadcasts, as needed, then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for each other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx, New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 20 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of

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A Single Satellite TV Channel

CHANNEL-16

Insight Telecast

একমাত্র একমাত্র একমাত্র একমাত্র একমাত্র

*If you have a document
you can think and create,
it's for you.*

Ref:

Date:

competent jurisdiction. Notwithstanding the foregoing, the subscriber or subscribers shall have no participation over (dispute relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. **Notice.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or e-mail or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notice to Affiliate shall be to:

StarCable LLC,
6439 Bell Blvd Suite 233
Rego NY 11364

Notice shall be deemed given upon proof/confirmation of receipt.

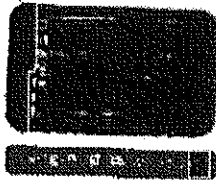
19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be extended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or claim in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint ventures controlling the systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

SS
Attorney



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast

অপারেশন অফ স্যাটেলাইট টেলিকাস্ট

*If you have a channel
you can check and receive
the program...*

Ref:

Date:

23. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular section or provision (unless the context clearly requires otherwise). Each schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. **"Standard Terms"** shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System Branch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Channel 16

Signature:

[Signature]
25/11/2014

Printed Name:

N.I. Mann A

Title:

Date:

Affiliate:

Sun Cable NA Inc.

Signature:

[Signature]
SAJID SOHAIL

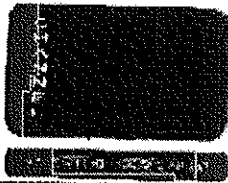
Printed Name:

Title:

Director

Date:

11/25/2014



A Bangla Satellite TV Channel

CHANNEL-16

Insight Telecast
Dhaka, Bangladesh

*If you have a dream
you can think and create,
fly for creations.....*

Ref.

Date:

Channel 16's others agreement with others party such Jago bd and Radiant IP Tv will be continue after completion the agreement with Star Cable NA Inc.

SS
~~Channel 16 will reserves the right to do others agreement with others party after completion the agreement with Star Cable NA Inc.~~

Star cable NA Inc will not be allowed to broadcast the program of channel 16 by changing its original program and using extra logo.

Star cable NA Inc. should provide required legal papers for immigration purpose and bear other expenditure if anyone needs to go in USA for business purpose.

Channel 16 will reserve the right to cancel the agreement if payment is due by declaration of one month prior notice.

SS
~~Both parties can cancel the agreement after declaration three months prior notice.~~

Star cable NA Inc. will have to pay payment through banking channel.

Star Cable NA Inc. will pay yearly subscription payment by two installments.

S. J.
SASIM SOHAL

11/25/2014

EXHIBIT D



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NETWORK AFFILIATION AGREEMENT

This NETWORK AFFILIATION AGREEMENT is signed and executed on this day th November, 2014 of the Christian Era.

BETWEEN

My TV

V.M.International Ltd.

Represented by it's Chairman & MD

Mr. Nasir Uddin Sathi

Of- Mujaffar Tower(4th-5th-6th Floor)

55, Bir Uttam C.R.Datta Road

Banglamotor, Dhaka, Bangladesh. Party to the First Part(Network).

- A N D -

StarCable NA Inc.

Represented by it's Director

SID SOHAIL, 917-348-100

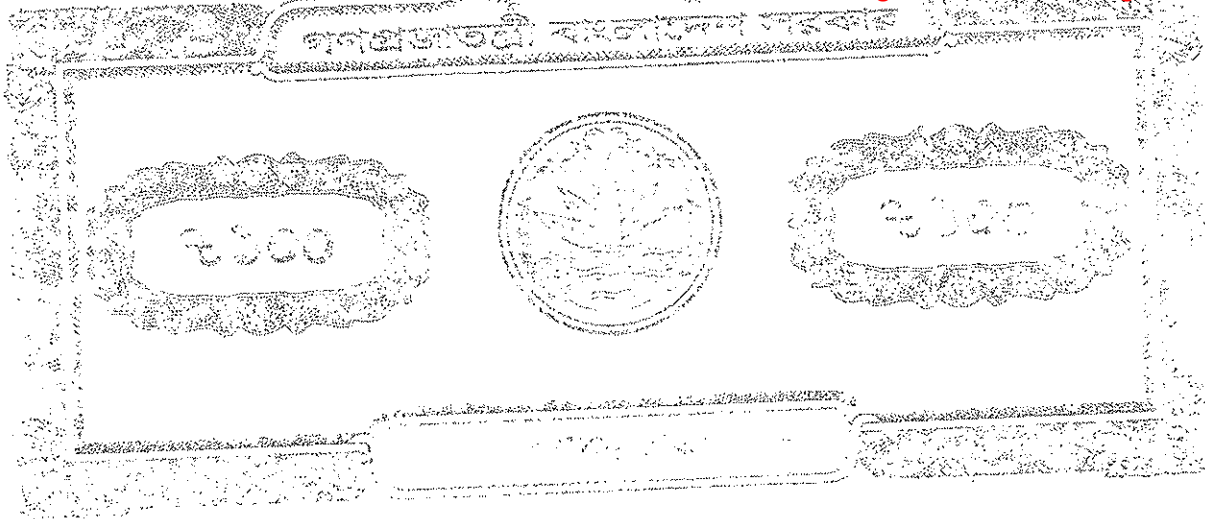
Of-3839 Bell Blvd Suite 233

Bayside NY 11361. Party to the Second Part(Affiliate).

In consideration of the mutual covenants as well as consent set forth in this "NETWORK AFFILIATION AGREEMENT" ("Agreement"), the above-named parties (each sometimes referred to herein as a "PARTY" and collectively as the "Parties") hereby agreed as follows with respect to launch and carriage of the programming service identified below:

- * **Programming Service:** My tv (the "Service").
- * **Service Description:** 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.
- * **License Fees:** USD \$0.25 per Subscriber, per Month.
- * **Minimum payment first year:** \$12,000 to be paid quartely in advance by wire transfer. First payment due immediately after signing of this contract in amount of \$3000.

GURANTEED PAYMENT		VS.	PROJECTED PAYMENTS	
1st year:	\$12,000 per year.		50,000 subs	\$150,000
2nd year:	\$24,000		75,000 subs	\$225,000
3rd year:	\$36,000		100,000 subs.	\$300,000
4th year:	\$48,000		125,000 subs.	\$375,000
5th year:	\$60,000		150,000 subs.	\$450,000
6th year:	\$72,000		175,000 subs.	\$525,000
7th year:	\$84,000		200,000 subs.	\$600,000
8th year:	\$96,000		225,000 subs.	\$675,000
9th year:	\$108,000		250,000 subs.	\$750,000



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*As the subscribers will increase day by day the payments will definitely increase accordingly which was shown in the above table .

Number of subscribers report/information have to be submitted by the Party to the Second Part to the Party to the First Part quarterly through which the agreed payment will be calculated / decided as well as the same is guaranteed and adjusted in every quarter of each Calender Month accordingly.

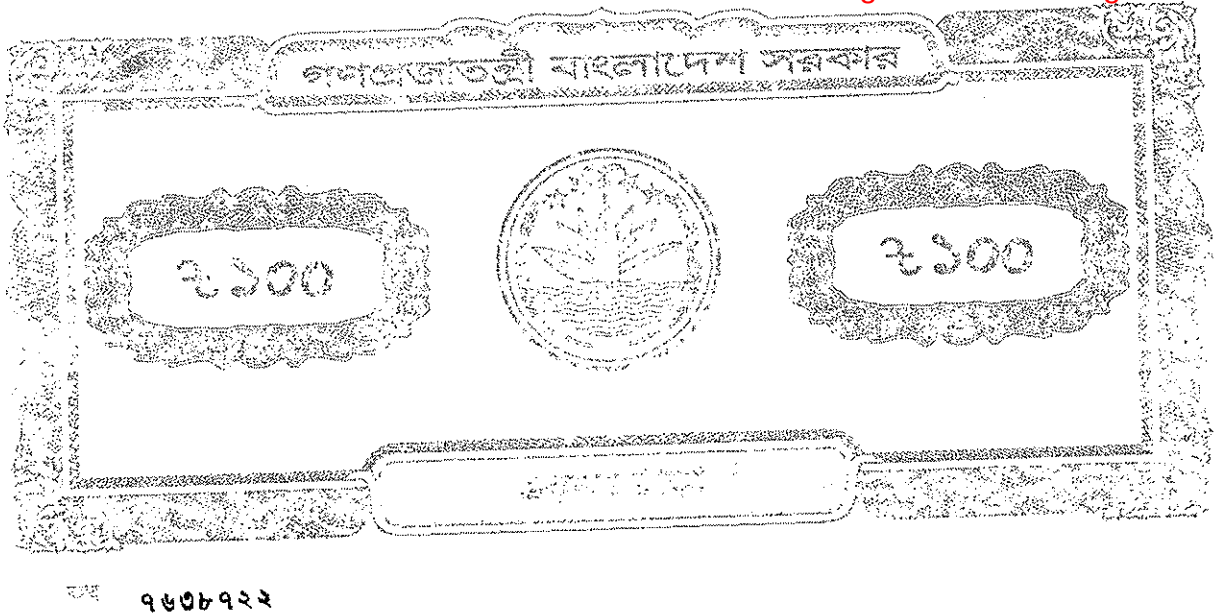
* System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TERMS AND CONDITIONS ARE AS FOLLOWS :

01. Scope : Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.

Affiliate may sub-distribute the Service to another service provider with the prior written approval/consent of the Party to the First Part/Network(My TV Authority) or as long as it is under the conditions set forth in this contract. For any fee that is collected from sub-distributor, above U.S \$ 0.23 My tv (Party to the First Part) will be paid 50% of the monthly fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Network(Party to the First Part) agrees that any requests that comes to regarding carriage on exclusive platforms (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to the Affiliate, Party to the Second Part(StarCable N.A Inc.) who will provide a direct feed to these systems requiring access to programming. My tv will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

02. Terms of Agreement : The term shall be for a period of Nine (9) years commencing on the date of signing this Network Affiliation Agreement including Paying the First Advance Payment . This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.



03. **License Fees and Payment Terms :**

i. Party to the Second Part (Affiliate) have to pay the license fee to the Party to the Second Part in it's Bank Account holding in the Name of V.M International Ltd., bearing S/B Account No. 00020210012796 of Jamuna Bank Ltd., Karwan Bazar Branch, Dhaka or any other Account or any other form duly confirmed by the Network (Party to the First Part) for the right to distribute the service (the "License Fee") pursuant to this Agreement.

(ii) For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

(iii) Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"), License Fees to such distribution shall be per subscriber.

(iv) Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

04. **Carriage :** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

05. **Delivery of Signal:** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

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Ownership : All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

06. **Audits** : During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non- contingent fee basis) shall have the right to audit as well as inquiry all the records directly related to confirming the accuracy or numbers of the subscribers of License Fee payments made pursuant to Section 3 above.
07. **Confidentiality** : Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.
08. **Assignment** : This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.
09. **Termination**: Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.
10. **Representations and Warranties**: Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming

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the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

11. **Indemnification:** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.
12. **Covenants:** Affiliate hereby covenants and agrees that it will:
 - (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date;
 - (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and
 - (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

13. **Vertical Blanking Interval:** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.
14. **Governing Law:** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.
15. **Arbitration:** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.
16. **Waiver:** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.
17. **Notices :** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:
StarCable LLC.
3839 Bell Blvd Suite 233
Bayside NY 11361
Notice shall be deemed given upon proof/confirmation of receipt.
18. **Entire Agreement:** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

19. **Relationship:** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.
20. **Counterparts:** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.
21. **Severability:** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.
22. **Construction:** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.
23. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.
24. **Marketing Efforts:** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

My tv(V.M International Ltd.)
Represented by it's Chairman and Managing Director

Signature: Nasiruddin
Printed Name: (Mr. Nasiruddin Sathi)

Title: Chairman and Managing Director
Date: 30.11.2014

Party to the Second Part (Affiliate):
StarCable NA Inc., Represented by it's Director SID SOHAIL

Signature : SID
Printed Name: (SID SOHAIL)
Title : Director, StarCable NA Inc.
Date: 30.11.2014.

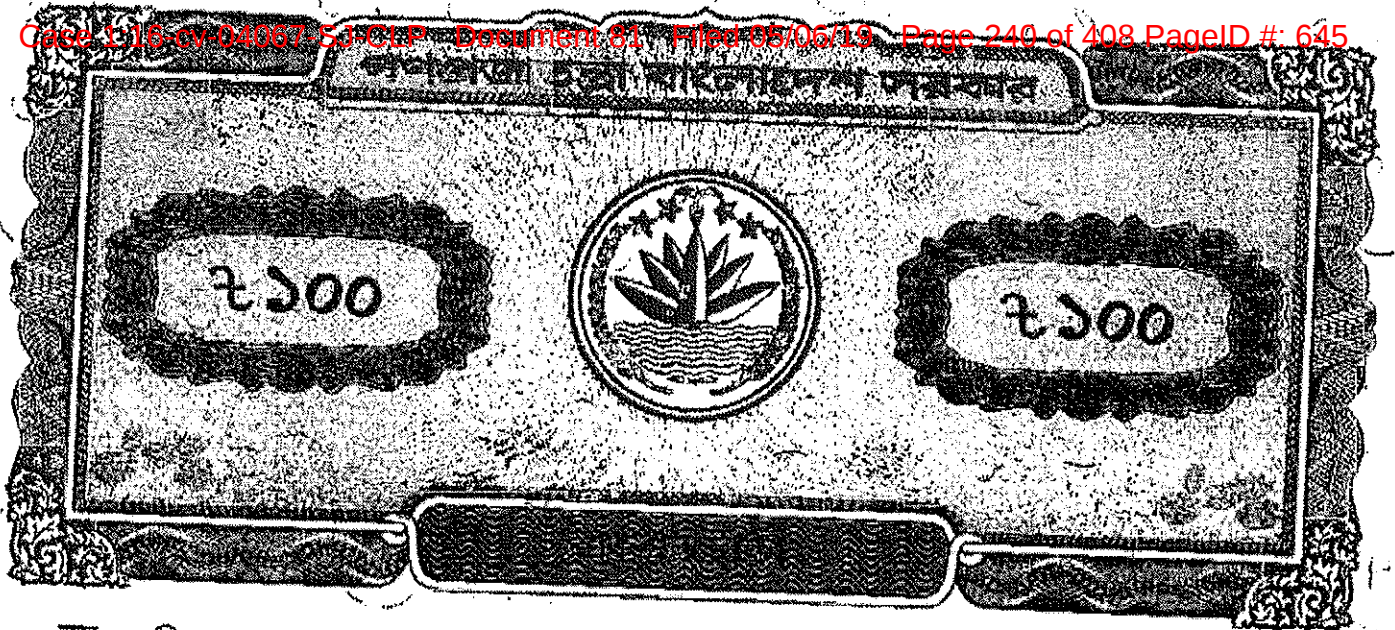
Witnesses :

01. Signature: Masud Nazim
Name: Masud Nazim
Chief Marketing Executive
Atlas Umbrella Factory (BD) Ltd.

02. Signature: Zeker Uddin Samrat
Name: Zeker Uddin Samrat
Director (News & Broadcast)
my tv.

03. Signature: Syed Mokheesur Rahman Palok
Name: Major (Retd.) Syed Mokheesur Rahman Palok
General Manager
my tv.

EXHIBIT E



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NETWORK AFFILIATION AGREEMENT

Between (

Asian TV
House# 60, Block# A Road# 1, Niketon
Gulshan-1 Dhaka
Bangladesh

And:
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Asian TV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.25 per Subscriber, per Month.

Minimum Per/Year \$25,000 to be paid in quarterly basis in amount of \$6,250.00 by wire transfer.

First payment of \$6,250 due immediately after signing of contract:

2nd Year: \$36,000

3rd Year: \$48,000

4th Year: \$60,000

5th Year: \$72,000

6th Year: \$84,000

7th Year: \$96,000

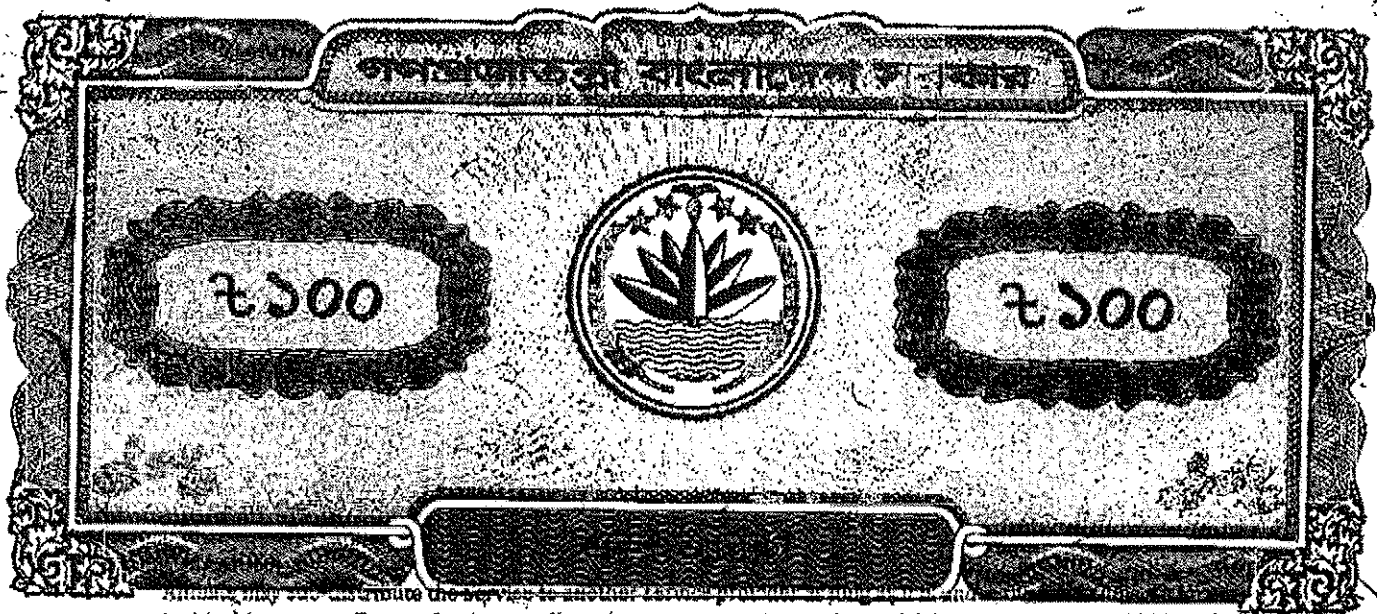
8th Year: \$108,000

System Territory: United States of America, and Canada.

ACCEPTED AND AGREED TO EFFECTIVE AS OF November 25, 2014, (the "Effective Date")

Conditions as follows:

1. Scope. Affiliate shall have the non-exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.



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in this this contract. For any fee that is collected from sub-distributor, above \$0.25 Asian TV will be paid 50% of the quantity fee per subscriber. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Asian TV agrees that any requests that comes to regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile TV) will direct those requests to StarCable NA Inc. Star Cable shall provide a direct feed to these systems requiring access to programming. Asian TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the independent legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

2. **Term of Agreement.** The term shall be for a period of eight (8) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"). License Fees to such distribution shall be per subscriber.

Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of its programming for the development of a new channel, it shall



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5. **Delivery of Signal.** During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Audits.** During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non-contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

11. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order; repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the

15. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. **Waiver.** Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC.
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. **Relationship.** Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application

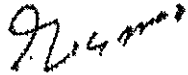
24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. Marketing Efforts. The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and such System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Asian TV

Signature:



Printed Name:

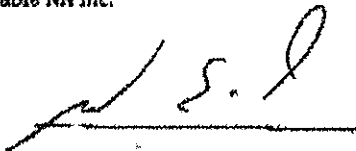
Md Milad Hossain

Title:

Date:

Affiliate: StarCable NA Inc.

Signature



Printed Name:

SAAD S. HOSSAIN

Title:

Director

Date:

11/24/14

EXHIBIT F

NETWORK AFFILIATION AGREEMENT

Between

Shamol Bangla Media Limited, a Bangladeshi company located at Noor Tower, 1/F
Free School Street, 110 Bir Uttam, C R Dutta Road, Dhaka-1205 (Bangla Vision
Television)
Dhaka Bangladesh

And:

Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Bangla VisionTV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.50 per Subscriber, per Month. All Payments will be paid quarterly in Advance. First payment will be \$15,000 due immediately after signing this contract.

Guaranteed Payment :

1 to 6 months	\$5,000/month
7 to 12 months	\$7,500/month
13 to 18 months	\$10,000/month
19 to 24 months	\$12,500/month

Vs.

Projection Payments:

Year 1: 50,000	Subs.	\$300,000
Year 2: 75,000	Subs.	\$450,000

Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Bangla Vision Television Ltd.

System Territory: United States of America, and Canada and ~~Europe~~. ^{SS} 1H

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ACCEPTED AND AGREED TO EFFECTIVE AS OF June 1, 2016 (the "Effective Date")

Conditions as follows:

1. **Scope.** Affiliate shall have the exclusive right to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV.

Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the Bangla Vision legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this this contract. For any fee that is collected from sub-distributor, above \$0.50 Bangla VisionTV will be paid 50% of the monthly fee per subscriber

2. **Term of Agreement.** The term shall be for a period of two (2) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.** Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes,

restaurants, bars, hotels and motels (collectively referred to herein as "MDUs"), License Fees to such distribution shall be per subscriber. Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. Carriage. Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network. All advertisement in above territory will be run by Star Cable, Bangla Vision will give 2 minutes ad per hour between 1 am to 9 am Dhaka Bangladesh time to promote Star Cable services.

5. Delivery of Signal. During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. Ownership. All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks. Star cable will have the full authority to enforce or bring lawsuit for any piracy or unauthorized carriage, of this channel.

7. Audits. During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non- contingent fee basis) shall have the right to audit all records

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directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

8. Confidentiality. Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. Assignment. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

10. Termination. Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

11. Representations and Warranties. Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and

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do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of New York State, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

12. Indemnification. Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind,

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including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

14. Vertical Blanking Interval. Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal distribution capacity contained within the bandwidth of the Service signal prior to receipt by Affiliate. Network shall notify Affiliate in writing of any and all information and data it places in the VBI and other signal distribution capacity of the Service signal. If Network uses one (1) line of bandwidth of the signal for any purpose related to the programming, including, without limitation (i) closed-captioning for the hearing impaired, (ii) a Second Audio Program (SAP), (iii) identification and rating of video programming, (iv) web television icons or other triggers, and/or (v) vertical integral test signals (for system and equipment adjustment on headends, as needed), then Affiliate shall transmit all such programming data from a System to Service Subscribers. In the event Network desires to use any portion of the bandwidth for any other purpose, Network and Affiliate agree to negotiate in good faith for such other use, including the terms and conditions thereof; however, in no event is Affiliate required to carry any such additional programming or material.

15. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. Arbitration. All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three

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(3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. Waiver. Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. Notices. Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC,
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. Entire Agreement. This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. Relationship. Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed

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to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder. Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. **"Standard Terms"** shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

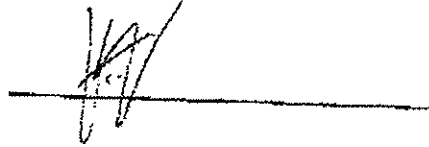
25. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Shamol Bangla Media Limited
Bangla VisionTV

Signature:



Printed Name:

Title:

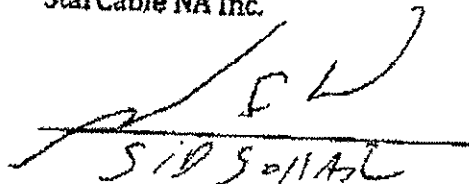
I. Hossain, Deputy-Managing Director

Date:

Affiliate:

StarCable NA Inc.

Signature



Printed Name:

Title:

Director

Date:

Letter of Authorization

This Letter is between Star Cable NA Inc. 3839 Bell Blvd Suite 233 Bayside NY 11361 and Shamol Bangla Media Limited, (Bangla Vision Television) a Bangladeshi company at Noo Tower, 1/F Free School Street, 110, Bir Uttam CR dutta Road, Dhaka-1205(BanglaVision).

whereas Shamol Bangla Media Limited is provider of certain Bangla programming of which includes BanglaVision Television.

whereas Shamol Bangla Media Limited wants to protect its Television programming from piracy and illegal use.

whereas Shamol Bangla Media has certain contract with Bangla America Entertainment LLC, which Bangla America Entertainment has continued to violate.

Shamol Bangla Media hereby authorizes Star Cable NA Inc. file a lawsuit against Bangla America Entertainment, LLC Bangla Vision to recover all its monies due and any other legal actions against Bangla America Entertainment that maybe required including injunctive relief. Star Cable will pay for all legal fees and it will be paid back from the fees recovered from Bangla America Entertainment.

Shamol Bangla Media hereby additionally authorizes Star Cable NA Inc. to prosecute against any individuals or companies engaged in piracy or illegal use of Shamol Bangla Media content including Bangla Vision channel, and is authorized to file any lawsuit or injunctive.

Bangla Vision will be responsible to send 30 days notice of cancellation to Bangla America Entertainment.

Star Cable will assist Bangla Vision in this regard, or can send it on Shamol Bangla Media's behalf.

The main Contract will become effective soon after 30 days cure period ends and Bangla America Entertainment contact is terminated.

Shamol Bangla Media Limited. (Bangla Vision TV)

By

Tchrasque Hossain

Deputy - Managing Director

Star Cable NA Inc.

By

SID SOHA L
VP.

EXHIBIT G

NETWORK AFFILIATION AGREEMENT

Between

Ekushey Television Limited USA LLC
400 S Willow Ave
Galloway, NJ 08205

The Company wholly owned subsidiary of Ekushey Television Limited 149-150
Tejgaon I/A Dhaka Bangladesh and is authorized by Ekushey Television Limited
Bangladesh to sign this contract.

And:

Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Ekushey TV (the "Service").

Service Description: 24 hour Bangla Channel consisting of Dramas, News, music and children's Shows.

License Fees: USD \$0.25 per Subscriber, per Month.


Minimum payment first year: \$15,000 to be paid in 3 payments of \$5,000 each.

Guaranteed Payment	vs.	Projection payments*
1 st year: \$15,000 per year.	50,000 subscribers	\$150,000
2 nd year: \$30,000	75,000 subs	\$225,000
3 rd year: \$45,000	100,000 subs	\$300,000
3 rd year: \$60,000	125,000 subs	\$375,000
4 th year: \$72,000	150,000 subs	\$450,000
5 th year: \$84,000	175,000 subs	\$525,000

Number of subscribers report will be submitted on quarterly basis, and payments above guaranteed will be adjusted each quarter accordingly. Confidential access to accounting system will be provided on quarterly basis or anytime on written demand from Ekushey Television Ltd.

System Territory: United States of America, Canada, and Europe.

ACCEPTED AND AGREED TO EFFECTIVE AS OF June 1, 2016 (the "Effective Date")

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Conditions as follows:

1. Scope. Affiliate shall have the Exclusive rights to distribute the Service via coaxial cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile TV

Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber recording of the Service off VCRs or DVRs, shall not be deemed a violation of this Agreement. Affiliate will use commercially reasonable efforts to minimize any unauthorized receipt or recording of the Service in connection with any System. Affiliate also shall have standing and the Ekushey legal right to prosecute on its own behalf, as a "person aggrieved" or one with similar standing, that has suffered an "injury in fact" the claims of which arising out of unauthorized reception or use would fall within the "zone of interests" to be protected by any applicable statutes. Affiliate may also authorize another entity or individual to combat any illegal carriage or piracy of the Service.

Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this this contract. For any fee that is collected from sub-distributor, above \$0.50 Ekushey TV will be paid 50% of the monthly fee per subscriber

2. Term of Agreement. The term shall be for a period of ^{1 year SS} five (5) years commencing on the Effective Date (the "Term"). This Agreement automatically shall renew for additional three-year Terms, unless either Party provides at least 90 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 120 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. License Fees and Payment Terms. Affiliate shall pay Network a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement. Ekushey Television Limited USA LLC will send termination letter to total cable usa and Radiant IPTV.

For purpose of determining the monthly amount of License Fees due and owing to Network, the Service Subscriber Number for each month shall be equal to the total number of service Subscribers on the first and last day of the month for which Payment is being made, divided by two (2). Payment shall be rendered no later 30 days after the end of each calendar month during the term ("Due Date").

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1.1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, calculated from the Due Date until payment is received by Network. There shall be no tax withholdings from any sums owing to Network hereunder. During the Term, Affiliate and each System shall have the right to exhibit and distribute the Service to multiple dwelling units-and commercial establishments, including, without limitation, apartment complexes, condominiums, private homes, cooperatives, hospitals, nursing homes, restaurants, bars, hotels and motels (collectively referred to herein as "MDUs").

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License Fees to such distribution shall be per subscriber.
Payment of the License Fee shall be rendered to Network at the address listed on the first page hereof.

4. Carriage. Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would Show the Service without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. If Affiliate chooses to alter or edit any of programming for advertisement insertion then 50% of all revenues received from advertising shall be due to network.

5. Delivery of Signal. During the Term, Network shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Network to each System, in a digitally compressed mode, by transmitting a signal of the Service via a international satellite used for transmission of programming, Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. Ownership. All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill stutters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. Audits. During the Term, renewal Term, if any, and for 36 months thereafter, Network (on a non- contingent fee basis) shall have the right to audit all records directly related to confirming the accuracy of License Fee payments made pursuant to Section 3 above.

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8. Confidentiality. Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

9. Assignment. This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that any assignee hereunder, in writing, agrees to assume all assignor's obligations hereunder.

10. Termination. Except as otherwise expressly provided herein, the adversely affected Party may terminate this Agreement if: (i) the other Party is in material breach of this Agreement and does not fully cure such material breach within 60 days after receiving notice thereof; provided, however, if such breach is not reasonably capable of being cured within that time, then the Party shall not be in default if it commences to cure the default within the time and diligently pursues such cure to completion; or (ii) on 60 days' written notice in the event of any force majeure (e.g., fire, flood, government decree) causing non-operation of facilities or non-furnishing of the Service hereunder which continues for a continuous period of 90 days.

NON-PAYMENT. Ekushey Television Ltd. Has right to terminate this contract by giving 60 days writtten notice to cure for non-payment of minimum gurantee payment due or for extra paymnets due based on actual # of subs.

11. Representations and Warranties. Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or

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judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

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12. Indemnification. Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any disputes between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct

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damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

13. Covenants. Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order; repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

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15. Governing Law. This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

16. Arbitration. All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one (1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third

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arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

17. Waiver. Any waiver must be in writing and signed by the Party whose rights are being waived. Waiver by either such Party of any rights for any default of the other Party shall not constitute a waiver of any rights for either a prior or a subsequent breach of the same obligation or for any prior or subsequent breach of any other obligation of a defaulting Party hereunder.

18. Notices. Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

StarCable LLC,
3839 Bell Blvd Suite 233
Bayside NY 11361

Notice shall be deemed given upon proof/confirmation of receipt.

19. Entire Agreement. This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

20. Relationship. Neither Party shall be or hold itself out as the agent of the other Party under this Agreement. Nothing contained herein shall be deemed to create, and the Parties do not intend to create, any relationship of partners or joint venturers or agents as between Affiliate and Network, and neither Party is authorized to or shall act toward third parties or the public in any manner which would indicate any such relationship. Likewise, no supplier of advertising or programming or anything else included in the Service by Network shall be deemed to have any privity of contract or direct contractual or other relationship with Affiliate by virtue of this Agreement or Affiliate's carriage of the Service hereunder.

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Network disclaims any present or future right, interest or estate in or to the transmission facilities of Affiliate, any affiliate of Affiliate, and the parents, subsidiaries, partnerships or joint venturers controlling the Systems on which the Service is transmitted, such disclaimer being to acknowledge that neither Affiliate nor the transmission facilities of the Systems (nor the owners thereof) are common carriers.

21. Counterparts. This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

22. Severability. The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

23. Construction. The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

24. "Standard Terms" shall mean the Standard Terms and Conditions attached hereto as Exhibit A and deemed a part hereof, all of which terms are binding on the parties hereto and incorporated herein. In the case of any conflict between the terms of this agreement and the Standard Terms, the terms of this Agreement shall govern.

25. Marketing Efforts. The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

SS For

Ekushey TV

Signature:



Printed Name:

FAKROOL ALAM

Title:

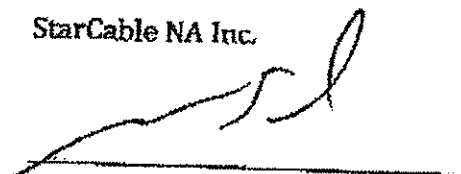
Date:

06-09-16

Affiliate:

StarCable NA Inc.

Signature



Printed Name:

SATIN S. ALAM

Title:

Director

Date:

6/9/16

EXHIBIT H



কথ ০৭০৫৫০৭

NETWORK AFFILIATION AGREEMENT

Between
Network: Somoy Media Limited (Somoy Television)
Nasir Trade Center
89, Bir Uttam C. R. Dutta Road, Dhaka-1205
Bangladesh

And:
Affiliate: StarCable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

In consideration of the mutual covenants set forth in this Network Affiliation Agreement ("Agreement"), the above-named parties (each sometimes referred to herein as a "Party" and collectively as the "Parties") hereby agree as follows with respect to launch and carriage of the programming service identified below:

Programming Service: Somoy Television

Service Description: 24 hour Bangla Language Channel consisting of News and Current Affairs.

Licence Fee: 1st year US\$ 15000 (fifteen thousand), 2nd year US\$ 20000 (twenty thousand), 3rd year US\$ 40000 (forty thousand), 4th year US\$ 50000 (fifty thousand), 5th year US\$ 60000 (sixty thousand), Irrespective of number of customers

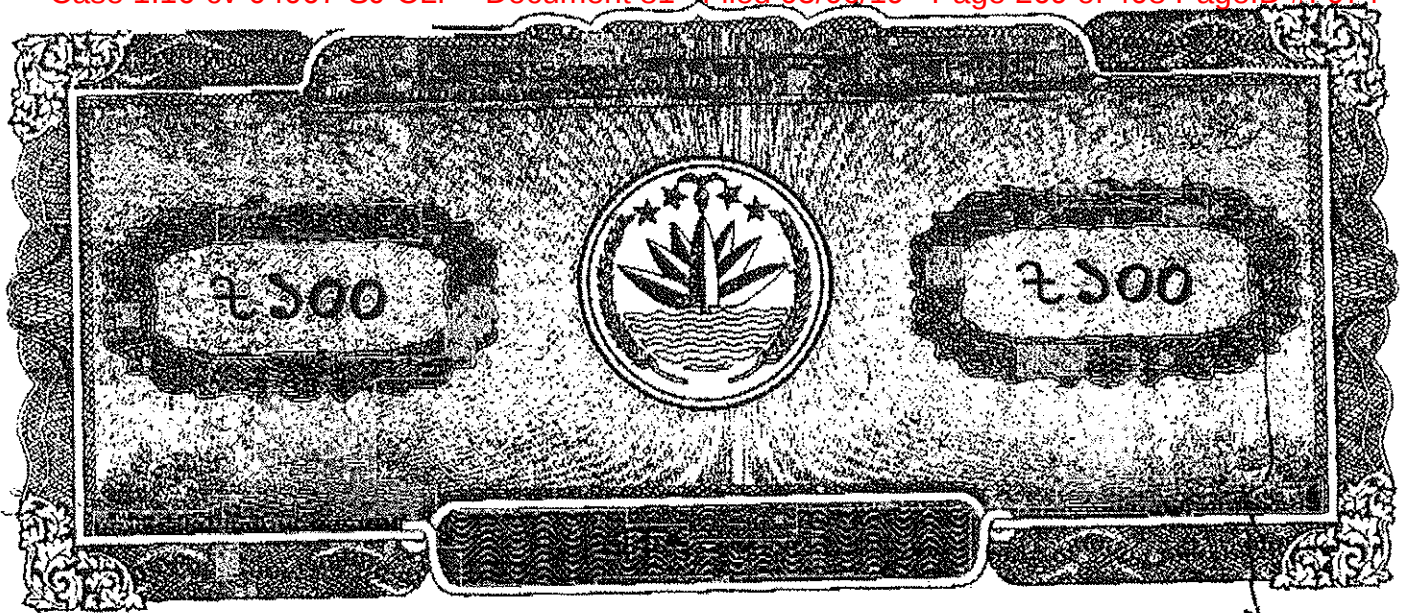
System Territory: Exclusively in the United States and Canada and non-exclusively in other countries.

ACCEPTED AND AGREED TO, EFFECTIVE AS OF 1st July, 2014 (the "Effective Date")

Conditions as follows:

1. **Scope.** Affiliate shall have the exclusive right only in the U.S. and Canada to distribute the Service via

the coax cable television systems, Satellite DTH (direct to home) or Over the Air. Affiliate shall have exclusive rights for WiMax Wireless, Internet (IPTV Internet Protocol TV) and Mobile. Affiliate may sub-distribute the Service to another service provider as long as it is under the conditions set forth in this contract. Affiliate shall not knowingly allow unauthorized taping or receipt of the Service. Any requests that comes to Somoy TV regarding carriage on exclusive platforms, (WiMax, Wireless, IPTV or Mobile) Somoy TV will direct those requests to Star cable Na Inc. Star cable shall provide a direct feed to these systems requiring access to programming. Somoy TV will not incur any costs for such feeds. Affiliate's technical support in hooking up Service Subscribers' VCRs or DVRs, and Service Subscriber



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2. **Term of Agreement.** The term shall be for a period of Five (5) years commencing on the Effective date (the "Term"). This agreement shall prevail unless either Party provides at least 30 days written notice to the other Party, prior to the end of the initial Term or any subsequent renewal Term, of its desire to terminate this Agreement; provided that the proposed License Fee applicable to any renewal Term is subject to good faith negotiations between the Parties, and at least 30 days before the end of the then applicable Term, Network shall provide written notice to Affiliate of the proposed License Fee for the next renewal.

3. **License Fees and Payment Terms.**

Affiliate shall pay Somoy TV a license fee for the right to distribute the service (the "License Fee") pursuant to this Agreement.

In five years of agreement, Affiliate will pay Somoy TV full advance payment of 1st year which is US\$ 15,000 and half advance payment of 2nd year which is US\$ 15,000 totalling the amount to US\$ 30,000. On the 10th month of 1st year, affiliate will pay the rest of the amount US\$ 15,000. From that onwards, there will be advance payment of one year only.

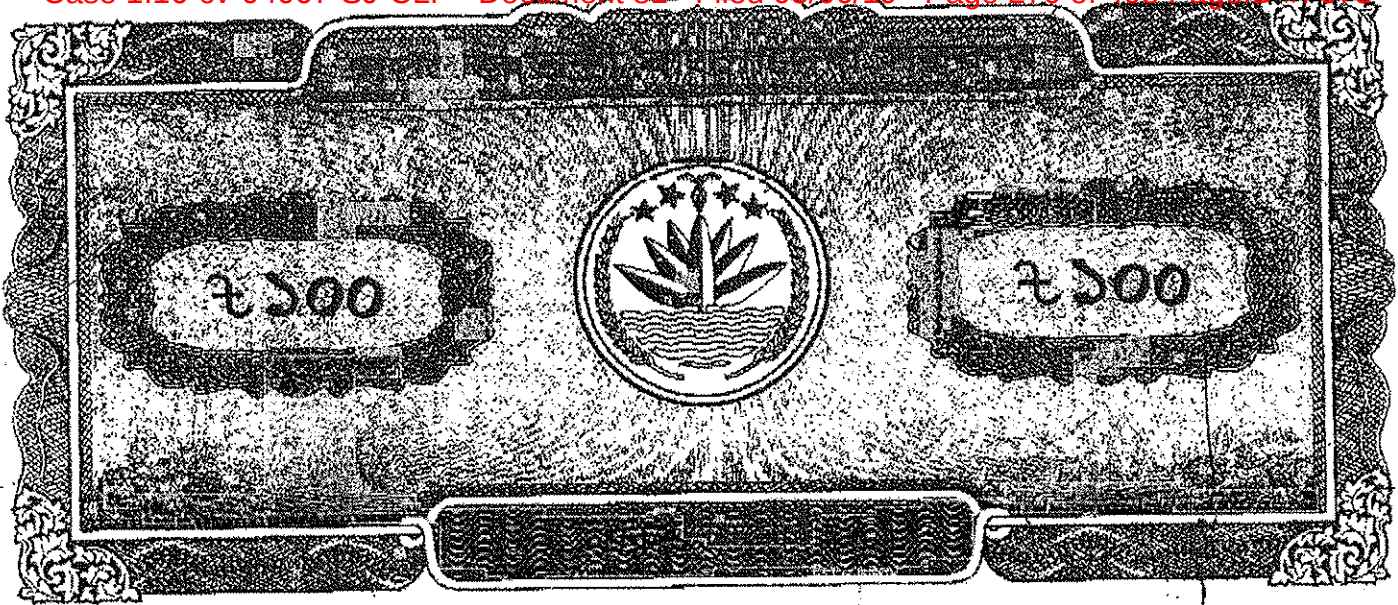
The payment schedule for the 5 years would be 1st year US\$ 15000, 2nd year US\$ 30000, 3rd year US\$ 40000, 4th year US\$ 50000, 5th year US\$ 60000.

Payment Year	Amount in USD	Payment Details	Tentative Payment Date	Amount To Be Paid
1st Year	15,000	Full amount of 1st year & 50% of advance of 2nd Years	June 2014	\$30,000/
2nd Year	30,000	Rest 50% of 2nd year	June 2015	\$15,000/
3rd Year	40,000	Full advance payment of 3rd Year	December 2015/January 2016	\$40,000/
4th Years	50,000	Full advance payment of 4th Year	December 2016/January 2017	\$50,000/
5th Year	60,000	Full advance payment of 5th Year	December 2017/January 2018	\$60,000/

After receiving the advance payment, If Network (Somoy TV) declares the agreement invalid, for a material cause, it will be bound to Refund the payment upon calculation of the last effective date of this agreement. After making the advance payment, if Affiliate (StarCable) declares the agreement invalid, it will not receive any refund.

If there is no advance payment in due date throughout this five years agreement, Network will provide a written notice to Affiliate within 15 days. If Network does not pay the advance payment within the next 15 days, this agreement will become null and void automatically.

Any License Fees that are unpaid by the Due Date shall result in the assessment of a late fee of one and one-half percent (1 1/2%) interest per month (or, if lower, the maximum rate allowable by law) on such unpaid balance, from the Due Date until payment is received by Network. There shall be no tax withholdings from



4. **Carriage.** Except as otherwise specifically permitted herein, Affiliate shall carry the Service full-time as part of Basic Service. Affiliate shall deliver the Service without delay and shall not edit, alter or modify it, or any of its programming elements, in any way. If Affiliate chooses to Time Delay programming, then such programming shall be carried on such fixed time delay, and there shall be an alternate channel that would be without time delay. Affiliate's carriage of the Service shall be consistent with industry standards for content distribution. Affiliate will never alter or edit any of programming for advertisement insertion under this agreement.

5. **Delivery of Signal.** During the Term, Somoy TV shall provide, to Affiliate, the Service in its entirety. The Service shall be delivered by Somoy TV to each System, in a digitally compressed mode, by transmitting a signal of the Service via an international satellite used for transmission of programming. Over the Air or on Fiber. Notwithstanding anything to the contrary herein, Affiliate, at its own cost and expense, shall be completely responsible for encoding or formatting the Service so it can be distributed over the System.

SOMOY TELEVISION WILL NOT PAY ANYTHING TOWARD CARRIAGE, ENCODING OR FOR ANY OTHER EQUIPMENT REQUIRED TO PROVIDE SERVICES.

6. **Ownership.** All licenses, rights, and interests in the entire content of the Service and Network's service marks, trademarks and copyrights (collectively, the "Marks") shall remain fully vested in Network throughout the world. Affiliate only shall use Marks in the versions and modes expressly authorized by Network. Network reserves the right to review and approve all materials generated by Affiliate for marketing purposes which incorporate any Marks. Uses of Network's names and/or Marks, in routine promotional materials, such as program guides, program listings and bill starters, shall be deemed approved unless Network specifically notifies Affiliate to the contrary. Promotional material furnished by Network to Affiliate shall be deemed to be automatically approved for use in the format provided by Network, but Network's prior written consent is required to the extent Affiliate modifies or otherwise changes such materials. Nothing herein shall be construed as an assignment or grant by Network to Affiliate of any title in or to the Marks.

7. **Confidentiality.** Other than as required by applicable law, governmental order or regulation, or decree of a court of competent jurisdiction, neither Party shall divulge or reveal, to any third party (except to a Party's attorney, consultant, accountant, majority shareholder, potential investor or program provider, who have a need to know and agree to be bound by the same obligations of confidentiality), the specific terms and conditions of this Agreement, or any information provided in connection therewith, without the prior written consent of the other Party, except that either Party may divulge or reveal such information to the entity that owns or controls the Service. Neither Party shall issue any press release or other similar publicity pertaining to the existence of this Agreement without first obtaining written approval of such release or publicity from the other Party.

8. **Assignment.** This Agreement, including both its obligations and benefits, shall pass to and be binding on the respective transferees, successors and permitted assigns of the Parties. This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party, which such consent shall not be unreasonably delayed or denied; provided, however, that no consent shall be necessary in the event of (i) assignment to a successor entity resulting from a merger, acquisition or consolidation by either Party; (ii) assignment to an entity under common control with, controlled by, or in control of, either Party; or (iii) assignment to an entity which owns or controls the Service, provided that

10. **Representations and Warranties.** Network represents and warrants to Affiliate that Network is an entity duly organized and validly existing under the laws of Bangladesh and is qualified to do business in Bangladesh; that Network has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Network will not violate or conflict with any provision of, will not constitute a default under or breach of, and do not impair the rights under (i) any contract, agreement or document to which Network is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Network is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Affiliate, that this Agreement has been duly executed on behalf of Network and constitutes a valid and binding agreement of Network, enforceable against Network in accordance with its terms.

Affiliate represents and warrants to Network that Affiliate is an entity duly organized and validly existing under the laws of State of New York, USA., that Affiliate has all necessary power and authority to enter into and perform the terms of this Agreement; that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Affiliate will not violate or conflict with any provision of, will not constitute a default under or breach of and do not impair the rights under (i) any contract, agreement or document to which Affiliate is a party or its assets are bound, (ii) any order, writ, injunction, decree or judgment of any court or governmental agency, or (iii) any law, rule or regulation of any foreign, federal, state or local government or any political subdivision thereof; that no additional action on the part of Affiliate is necessary to authorize the execution and delivery of this Agreement; and, assuming the due authorization, execution, and delivery hereof by Network, that this Agreement has been duly executed on behalf of Affiliate and constitutes a valid and binding agreement of Affiliate, enforceable against Affiliate in accordance with its terms.

11. **Indemnification.** Each Party shall indemnify, defend and forever hold harmless the other Party, the other Party's affiliated companies and their respective officers, directors, employees and partners (collectively "Representatives"), against and from all liabilities, claims, costs, damages and expenses (including, without limitation, reasonable fees for counsel of the other Party's choice) (collectively, "Liabilities") arising out of any breach of any of its warranties, representations or obligations pursuant to this Agreement. Without limiting the foregoing, Network shall indemnify and hold Affiliate and its Representatives harmless from and against any and all Liabilities arising out of the content of the Service (but excluding any dispute between Affiliate or a System and its Service Subscribers); or out of Affiliate's distribution of the Service in a manner consistent with this Agreement, including, but not limited to, any claims that the Service programming contains any material: (i) that is obscene or defamatory; (ii) which violates the right of privacy or publicity; (iii) which infringes copyright or intellectual property rights, including music performance rights; (iv) which infringes the literary right of any person or party; or (v) which violates any other applicable rule, regulation or law; provided, however, that this indemnification will not cover Liabilities resulting from (a) Affiliate's use of the Service or any promotional material in a manner that is not in accordance with this Agreement, or (b) the alteration of the Service or promotional material by Affiliate without Network's prior written consent. Affiliate shall, to like extent, indemnify and hold Network and its Representatives harmless for (i) Liabilities between Affiliate or a System and its Service Subscriber arising out of matters other than content of the Service, (ii) Liabilities arising out of use of the Service in breach of this Agreement and/or for any deletion or addition to the Service by Affiliate, which deletion or addition gives rise to Liabilities, and/or (iii) Liabilities arising out of promotional materials provided by Affiliate. Notwithstanding anything in this Agreement to the contrary, in no event will either Party be liable to the other Party, by indemnification or otherwise, for any special, indirect, consequential or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption; it being understood that any indemnification obligations shall be considered direct damages. The provisions of this Section 12 shall survive the expiration of this Agreement.

12. **Covenants.** Affiliate hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) keep the Systems in good order, repair and condition throughout the Term and promptly and adequately repair all damage it causes to any System, other than ordinary wear and tear; and (iii) comply with all applicable laws. Network hereby covenants and agrees that it will: (i) continue to carry on its business in substantially the same manner as it has prior to the Effective Date; (ii) continue to invest in creating quality programming for the Service; and (iii) comply with all applicable laws.

13. **Vertical Blanking Interval.** Except as otherwise set forth herein, Network retains and reserves all rights to the vertical blanking interval ("VBI"), audio subcarriers (and any other portions of the bandwidth that may be created as a result of digital transmission technology, provided that all primary video feeds synchronized with audio as licensed by Network from program providers remain intact), and all other signal

14. **Governing Law.** This Agreement and all matters or issues collateral thereto shall be governed by the laws of State of New York, USA, without regard to rules governing conflicts of law. Any suit, action or proceeding with respect to this Agreement shall be brought in the courts of New York in the county of Bronx New York. The Parties hereby accept the exclusive jurisdiction of those courts for the purpose of such suit, action or proceeding.

15. **Arbitration.** All disputes which cannot be resolved amicably between the Parties shall be submitted to binding arbitration. Arbitration proceedings will be held in New York, USA, or such other location agreed to by the Parties. The Parties to the arbitration may agree on an arbitrator; otherwise, there will be a panel of three (3) arbitrators, one

(1) arbitrator named in writing by each Party within 20 days after either Party serves a notice of arbitration on the other Party, and the third arbitrator named in writing by the two (2) arbitrators so appointed by the Parties, within 10 days after the two (2) arbitrators selected by the Parties are named. No person financially interested in this Agreement or affiliated with either Party may serve as an arbitrator. The costs of the arbitration imposed by the arbitrator or arbitrators and the fees of the arbitrator or arbitrators shall be assessed against the losing Party in the arbitration. The decision of the arbitrator or arbitrators will be final and conclusive and binding on both Parties, and judgment thereon may be entered and enforced in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitrator or arbitrators shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Mark, other intellectual property, or proprietary or confidential information of Network without Network's prior written consent.

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17. **Notices.** Any notice shall be in writing and shall be hand delivered, sent by telecopy or facsimile or sent by express courier adequate postage prepaid to the addresses for the Parties set forth on the first page of this Agreement. Notices to Affiliate shall be to:

Sid Sohail
Star Cable NA Inc.
3839 Bell Blvd Suite 233
Bayside NY 11361

Mohammed Akther Hossain
Somoy Media Limited
Nasir Trade Center
89, Bir Uttam C. R. Dutta Road, Dhaka-1205
Bangladesh

Notice shall be deemed given upon proof/confirmation of receipt.

18. **Entire Agreement.** This Agreement contains the entire understanding of the Parties, and supersedes all prior understandings of the Parties, relating to the subject matter hereof. No provision shall be construed against a Party because such Party drafted such provision. This Agreement may not be amended or modified except in writing and signed by both Parties.

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20. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by each Party at such time as counterparts shall have been executed and delivered by each Party, regardless of whether each Party has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of each Party.

21. **Severability.** The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or unenforceability of the remaining provisions under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted under the law. Both Parties, however, shall negotiate, in good faith, with respect to an equitable modification of the provision, or the application thereof, to be invalid or unenforceable.

22. **Construction.** The words "herein," "hereof," "hereunder," and other similar terms refer to this Agreement as a whole and not any particular Section or provision (unless the context clearly requires otherwise). Each Schedule referred to in this Agreement is incorporated herein by reference. The headings contained in this Agreement are included for convenience of reference only and shall in no way affect the construction or interpretation of any of the terms or provisions of this Agreement.

23. **Marketing Efforts.** The Parties shall work in good faith to develop joint plans for the promotion and marketing of the Service and each System launch hereunder. Prior to each such System launch, Affiliate shall use its best efforts to provide Network the opportunity to train its personnel with respect to the overall provision of the Service.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative.

Network: Somoy Media Limited (Somoy Television)

Signature 

Name : Ahmed Jobaer

Title : Managing Director & CEO

Date : 10th June, 2014

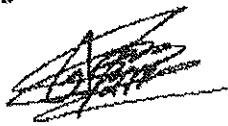
Witness

Signature

Name : Mohammed Akther Hossain

Title : Head of Operations

Somoy Media Limited
Nasir Trade Center



Affiliate: Star Cable SA Inc.

Signature 

Name : Sid Sohail (SASID)

Title : Director

Date : 10th June, 2014

EXHIBIT I

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সম্পূর্ণ
আয়োজন
এখন
আপনার
ঘরে
টোটাল ক্যাবল



১১টি বাংলা চ্যানেল, ১১টি হিন্দি চ্যানেল, ১১টি ককেশিয়ান চ্যানেল,
৮টি সেরা তরুণী চ্যানেল, ১টি ইসলামিক ও ১টি স্পোর্টস চ্যানেল

Total CABLE
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সমস্ত বাংলাদেশী কপী বন্ধী

Welcome to Total Cable USA.

Total Cable has begun its operation in 2009 and has been in production since January, 2011. The inspiration of the company is the realization that there is a need for a company that can provide a wide variety of international channels to the Bangladeshi community in the USA. The company is headquartered in the New York City in the state of New York.

Total Cable. has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

Read more...

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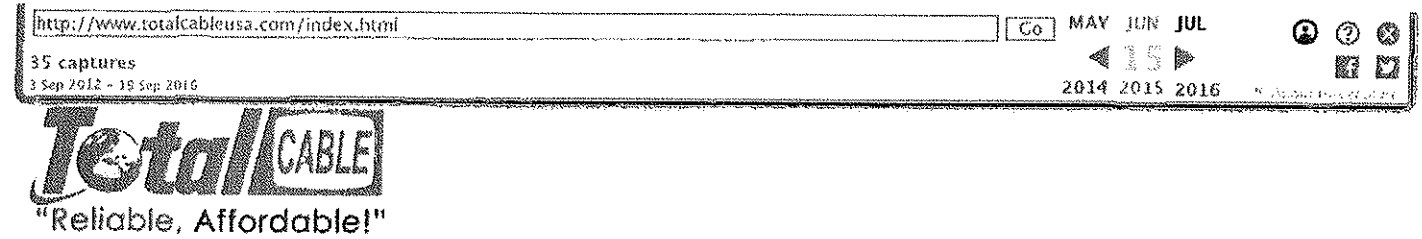
Total Cable. has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

Read more...

Subscriber Login



User Name



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Total Cable has begun its operation in 2009 and has been in production since January, 2011. The inspiration of the company is the realization that there is a need for a company that can provide a wide variety of international channels to the Bangladeshi community in the USA. The company is headquartered in the New York City in the state of New York.

Total Cable has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

Read more...

Subscriber Login

User Name

EXHIBIT J

1-212-444-8138

info@totalcableusa.com

Log In (/login)

Service Order (/customerSignup)



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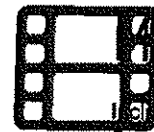
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MOVIES

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📺 জি বাংলা	📺 Animal	HD	TV	📺 BTV	📺 Peace TV
📺 সিনেমা	📺 Planet	📺 FX	📺 Ekattor TV	📺 BTV World	📺 Peace TV
📺 Zee TV HD	📺 Discovery	📺 Food	📺 Independent	📺 S Bangla	Bangla
📺 Zee	📺 Channel	📺 Network	📺 Jamuna TV	📺 ATN Islamic	📺 Guide US
Bollywood	📺 National	📺 A&E	📺 Channel 24	TV	TV
📺 Zee Living	📺 Geographic	📺 Bloomberg	📺 My TV	📺 ATN News	📺 Iqra TV
📺 ২৪ ঘণ্টা	📺 One	📺 Television	📺 ATN Bangla	📺 TBN 24	Bangla
📺 Disney	📺 America News	📺 HGTV	📺 ATN Music	📺 TBN Music	📺 Huda TV
Channel	📺 CNN	📺 Channel i	📺 Gaanbangla	📺 TBN	📺 Al Quran
📺 Nickelodeon	📺 History	📺 Rtv	TV	Cinema	📺 Quran
📺 Cartoon			📺 Asian TV	📺 TBN	Bangla
Network			📺 ATN Bangla	Weather	📺 Al Madina
📺 Eurosports			UK	📺 ITV 24	📺 Al Mahabba
HD					



NEWS CHANNELS

Always be up-to-date with live news channels from around the world.

- ২৪ ঘণ্টা
- One
- Fox News
- CNN
- ATN News
- Ekattor TV
- America News Channel
- Independent



ISLAMIC CHANNELS

Lead your life according to the teaching of the Quran and Sunnah.

- ITV24
- Quran
- Peace TV
- Al Ramadan
- Al Mahabba
- Iqra TV
- Al Quran
- Bangla
- Peace TV
- Al Madina
- Bangla
- Guide US
- Bangla



SERIES

Stay connected with latest Bengali and English TV series



MUSIC CHANNELS

Both Bengali and English and other other music.



KID'S CHANNELS

Keep your kids entertained with c channels.

- জি বাংলা
- জি বাংলা
- TBN Music
- Zee TV HD
- Cartoon
- Disney
- S Bangla
- সিনেমা
- ATN Music
- S Bangla
- Network
- Channel
- TNT Serie
- Gaanbangla
- Zee
- Nickelodeon
- HD
- TV
- Bollywood

About us

Total Cable USA is leading IPTV providers to the Bangladeshi community in the USA and Canada. The company is headquartered in the New York City in the state of New York. Total Cable's Technology Provides a Total End to End Solution. Bangladeshis living in the U.S. try to connect back to home land by watching Bangladeshi TV program. Unfortunately, it gets tricky with monopoly of media

companies and real estate management
companies exclusive contract with certain
providers. More...

Our Contacts

Total Cable USA Inc.

3719 57TH ST

Woodside, New York 11377

Phone: 1-212-444-8138

Fax: 6312400210

Email:

info@totalcableusa.com

(mailto:info@totalcableusa.com)

Website:

[www.totalcableusa.com \(/\)](http://www.totalcableusa.com (/))

File upload: [click here to](#)
[upload your file \(/fileUpload\)](#)

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Inc. is a registered trademark of Total Cable USA Inc.

f <https://www.facebook.com/TotalCable/?ref=ts>

EXHIBIT “K”

1-212-444-8138 | info@totalcablebd.com

Log in (/login)

Service Order (/customerSignup)



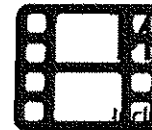
TOTAL CABLE CHANNELS PACKAGE

REQUIRES 4MB MINIMUM BANDWIDTH FOR ALL CHANNELS.



SPORTS

Including all European and American Sports.



MOVIES

Including the Latest Movie, Drar Comedy.

📺 জি বাংলা	📺 AYM Sports	📺 TNT Serie	📺 Boishakhi	📺 SATV	📺 Al Ramadan
📺 জি বাংলা	📺 Animal	HD	TV	📺 BTV	📺 Peace TV
📺 সিনেমা	📺 Planet	📺 FX	📺 Ekattor TV	📺 BTV World	📺 Peace TV
📺 Zee TV HD	📺 Discovery	📺 Food	📺 Independent	📺 S Bangla	📺 Bangla
📺 Zee	📺 Channel	📺 Network	📺 Jamuna TV	📺 ATN Islamic	📺 Guide US
📺 Bollywood	📺 National	📺 A&E	📺 Channel 24	📺 ATN News	📺 TV
📺 Zee Living	📺 Geographic	📺 Bloomberg	📺 My TV	📺 TBN 24	📺 Iqra TV
📺 ২৪ ঘণ্টা	📺 One	📺 Television	📺 ATN Bangla	📺 TBN Music	📺 Bangla
📺 Disney	📺 America News	📺 HGTV	📺 ATN Music	📺 TBN	📺 Huda TV
📺 Channel	📺 CNN	📺 Channel	📺 Gaanbangla	📺 Cinema	📺 Al Quran
📺 Nickelodeon	📺 History	📺 Rtv	📺 TV	📺 TBN	📺 Quran
📺 Cartoon			📺 Asian TV	📺 Weather	📺 Bangla
📺 Network			📺 ATN Bangla	📺 ITV 24	📺 Al Madina
📺 Eurosports			UK		📺 Al Mahabba
HD					



NEWS CHANNELS

Always be up-to-date with live news channels from around the world.

২৪ ঘণ্টা
1-212-444-8138
Ekattor TV

One
info@totalcablebd.com
America News Channel

Fox News
CNN
Log in (/login)
ATN News
Service Order (/customerSignup)



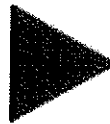
দেশী ওটিটি অপারেটর



ISLAMIC CHANNELS

Lead your life according to the teaching of the Quran and Sunnah.

- | | | | | | |
|------------|------------|------------|--------------|--------------|-----------|
| ☆ ITV24 | ☆ Quran | ☆ Peace TV | ☆ Al Ramadan | ☆ Al Mahabba | ☆ Iqra TV |
| ☆ Al Quran | Bangla | ☆ Peace TV | ☆ Al Madina | | Bangla |
| | ☆ Guide US | Bangla | | | |



SERIES

Stay connected with latest Bengali and English TV series



MUSIC CHANNELS

Both Bengali and English and other music.



KID'S CHANNEL

Keep your kid entertained with cartoons channel

- | | | | | | |
|----------|--------------|---------------|---------------|-----------------|----------------|
| জি বাংলা | জি বাংলা | TBN Music | Zee TV HD | Cartoon Network | Disney Channel |
| S Bangla | সিনেমা | ATN Music | S Bangla | | |
| | TNT Serie HD | Gaanbangla TV | Zee Bollywood | Nickelodeon | |

About us

Total Cable USA is leading IPTV providers to the Bangladeshi community in the USA and Canada. We are a consumer technology and Services Company based in Bangladesh, committed to delivering Live and On-Demand content to viewers

☎ 1-212-444-8138

via our proprietary Internet based set-top
box (STB). Total Cable is the leading

Log in (/login)

Service Order (/customerSignup)



দেশী ওটিটি অপারেটর

Our Contacts

Telephonic Support

Our professional support
staffs are available 8:00am ~
10:00PM (EST Time) to help
you. Please contact us at the
following phone numbers:
Phone: 212-444-8138
Fax: 6312400210

Email Support

Our customers can always
email their questions to
following email addresses for
answers in a timely fashion:
info@totalcableusa.com

File upload: click here to
upload your file (/fileUpload)

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Total Cable is a registered trademark of Total Cable.

<https://www.facebook.com/TotalCable/?fref=ts>

EXHIBIT “L”



Sorry, someone else already owns this domain, but we can help you get it.

Backorder for:

totalcableusa.com

Backorder

For only \$10.00, we can help you get this domain. Here's how it works:

We'll negotiate for you anonymously with whoever currently owns the domain.

If the owner of the domain isn't ready to sell yet, we will watch it every day to see when it becomes available.

If the owner doesn't renew, we'll get it for you before it becomes available to the general public.

totalcableusa.com

Is this your domain name? [Renew it now.](#)

Domain Name: TOTALCABLEUSA.COM
Registry Domain ID: 1738757417_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2012-08-13T23:24:21Z
Creation Date: 2012-08-13T23:24:21Z
Registrar Registration Expiration Date: 2017-08-13T23:24:21Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: ok http://www.icann.org/epp#ok
Registry Registrant ID: Not Available From Registry
Registrant Name: Habib Rahman
Registrant Organization: Total Tvs
Registrant Street: 15 westmoylan ln
Registrant City: coram
Registrant State/Province: New York
Registrant Postal Code: 11727
Registrant Country: US
Registrant Phone: (646) 474-0418
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: info@totaltvs.com
Registry Admin ID: Not Available From Registry
Admin Name: Habib Rahman
Admin Organization: Total Tvs
Admin Street: 15 westmoylan ln
Admin City: coram
Admin State/Province: New York
Admin Postal Code: 11727
Admin Country: US
Admin Phone: (646) 474-0418
Admin Phone Ext:
Admin Fax:

Admin Fax Ext:
Admin Email: info@totaltv.com
Registry Tech ID: Not Available From Registry
Tech Name: Habib Rahman
Tech Organization: Total Tvs
Tech Street: 15 westmoylan ln
Tech City: coram
Tech State/Province: New York
Tech Postal Code: 11727
Tech Country: US
Tech Phone: (646) 474-0418
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: info@totaltv.com
Name Server: NS73.DOMAINCONTROL.COM
Name Server: NS74.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.int
>>> Last update of WHOIS database: 2016-08-17T13:00:00Z <<<

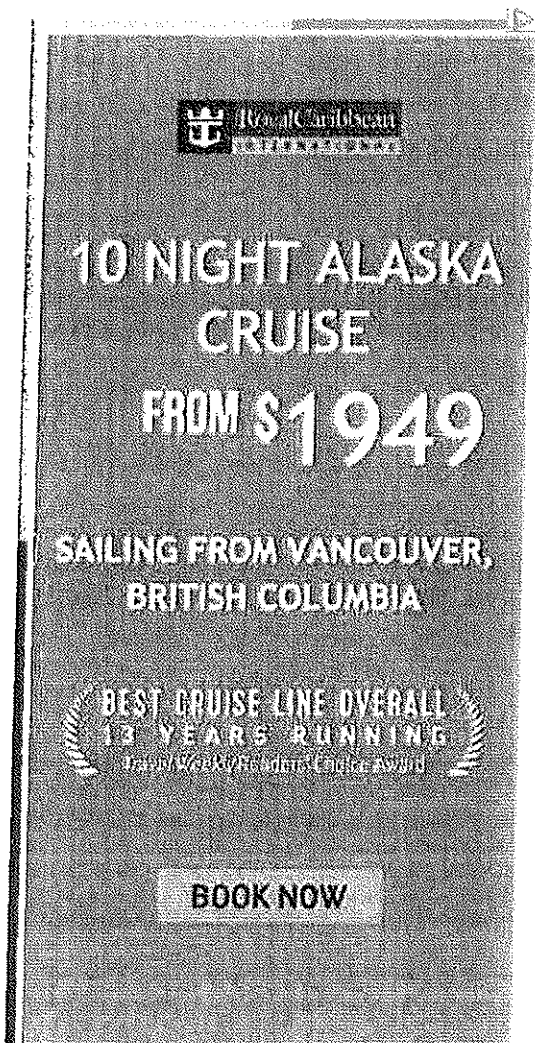
For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In part you agree not to use this data to allow, enable, or otherwise make possible dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)



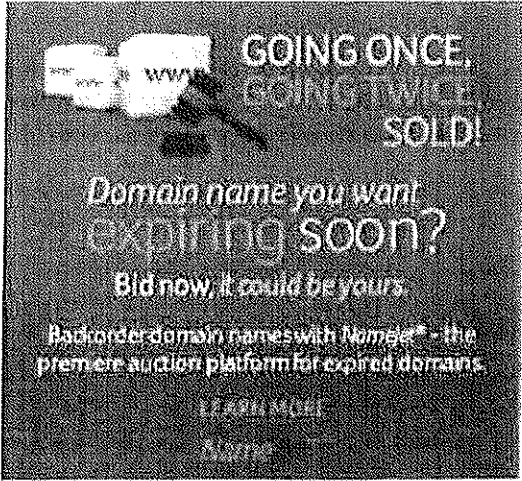
Search Again

: Search again here...

Search by either

- Domain Name e.g. networksolutions.com
- IP Address e.g. 205.178.187.13





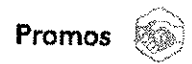


12mm Old City Collection Savannah
Myth

\$1.19 Sq ft

[View Now](#)

The price includes a one-time, non-refundable set-up fee and annual subscription fee for the Service per each domain name requested for backorder. Network Solutions reserves the right to waive or discount the set-up fee at any time. The price does not include the cost of the actual domain name. If the domain name is acquired, the cost of the one-year domain name registration will be charged to your credit card or other payment method on file. Network Solutions does not guarantee that you will obtain the domain name through this Service.



Search the WHOIS Database

Enter a domain name to search

Search

[Private Registration](#) [Local listings](#)

WHOIS search results

Domain Name: TOTALCABLEUSA.COM

Registry Domain ID: 1738757417_DOMAIN_COM-VRSN

Registrar WHOIS Server: whois.godaddy.com

Registrar URL: <http://www.godaddy.com>

Updated Date: 2017-08-14T14:33:18Z

Creation Date: 2012-08-13T23:24:21Z

Registrar Registration Expiration Date: 2022-08-13T23:24:21Z

Registrar: GoDaddy.com, LLC

Registrar IANA ID: 146

Registrar Abuse Contact Email: abuse@godaddy.com

Registrar Abuse Contact Phone: +1.4806242505

Domain Status: ok <http://www.icann.org/epp#ok>

Registry Registrant ID: Not Available From Registry

Registrant Name: Registration Private

Registrant Organization: Domains By Proxy, LLC

Registrant Street: DomainsByProxy.com

Registrant Street: 14455 N. Hayden Road

Registrant City: Scottsdale

Registrant State/Province: Arizona

Registrant Postal Code: 85260

Registrant Country: US

Registrant Phone: +1.4806242599

Registrant Phone Ext:
Registrant Fax: +1.4806242598
Registrant Fax Ext:
Registrant Email: TOTALCABLEUSA.COM@domainsbyproxy.com
Registry Admin ID: Not Available From Registry
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14455 N. Hayden Road
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: US
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: TOTALCABLEUSA.COM@domainsbyproxy.com
Registry Tech ID: Not Available From Registry
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14455 N. Hayden Road
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: US
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: TOTALCABLEUSA.COM@domainsbyproxy.com
Name Server: NS73.DOMAINCONTROL.COM
Name Server: NS74.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2019-04-11T19:00:00Z <<<

For more information on Whois status codes, please visit

4/11/2019

WHOIS search results

<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Notes:

IMPORTANT: Port43 will provide the ICANN-required minimum data set per ICANN Temporary Specification, adopted 17 May 2018.

Visit <https://whois.godaddy.com> to look up contact data for domains not covered by GDPR policy.

The data contained in GoDaddy.com, LLC's Whois database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

[See Underlying Registry Data](#) | [Contact Domain Holder](#) | [Report Invalid Whois](#)

Want to buy this domain?

Get it with our Domain Buy Service.



Go

Is this your domain?

Add hosting, email and more.

Go

About Us/About Us

Agencies

Company Info

Home page

Customer Support

Privacy

How to use our services

Get a quote now

Trust Center

FAQ

Feedback form

Sign up

Sign in / Log out

Community

Help center

Partnership

Work with us

Terms of use

Privacy Policy / Terms of use

ICANN Confirmation

Log in / Sign up

[Domain Code](#)[Domain Information](#)[Whois Data](#)[History](#)[Contact Program](#)[Archives](#)[Account Information](#)[Domain History](#)[Account](#)[My Account](#)[My Domain](#)[Create Account](#)[Shipping](#)[Contact Us](#)[Feedback](#)[Wholesale](#)[Privacy](#)[Web Services](#)[Contact Us Online](#)[Contact Us Now](#)[Domain Information](#)[App Store](#)[Get the Godaddy app](#)

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4/11/2019

WHOIS search results

4/11/2019 4:11 PM

EXHIBIT “M”



Sorry, someone else already owns this domain, but we can help you get it.

Backorder for:

totalcablebd.com

Backorder

For only \$10.00, we can help you get this domain. Here's how it works:

We'll negotiate for you anonymously with whoever currently owns the domain.

If the owner of the domain isn't ready to sell yet, we will watch it every day to see when it becomes available.

If the owner doesn't renew, we'll get it for you before it becomes available to the general public.

totalcablebd.com

Is this your domain name? [Renew it now.](#)

Domain Name: TOTALCABLEBD.COM
Registry Domain ID: 1938827466_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2015-06-15T17:08:21Z
Creation Date: 2015-06-15T17:08:21Z
Registrar Registration Expiration Date: 2020-06-15T17:08:21Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Habib Rahman
Registrant Organization: Total Tvs
Registrant Street: 15 westmoylan ln
Registrant City: coram
Registrant State/Province: New York
Registrant Postal Code: 11727
Registrant Country: US
Registrant Phone: +1.6464740418
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: info@totaltvs.com
Registry Admin ID: Not Available From Registry
Admin Name: Habib Rahman
Admin Organization: Total Tvs
Admin Street: 15 westmoylan ln
Admin City: coram
Admin State/Province: New York
Admin Postal Code: 11727
Admin Country: US

Admin Phone: +1.6464740418
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: info@totaltvs.com
Registry Tech ID: Not Available From Registry
Tech Name: Habib Rahman
Tech Organization: Total Tvs
Tech Street: 15 westmoylan ln
Tech City: coram
Tech State/Province: New York
Tech Postal Code: 11727
Tech Country: US
Tech Phone: +1.6464740418
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: info@totaltvs.com
Name Server: NS31.DOMAINCONTROL.COM
Name Server: NS32.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.int
>>> Last update of WHOIS database: 2016-08-17T13:00:00Z <<<

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

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Show underlying registry data for this record

Stone Siding - Quartzite Finished
Slate Collection Quartzite
Finished Slate - Bermuda Green /
Ledge Stone 6"x24

\$4.59 Sq ft

[View Now](#)

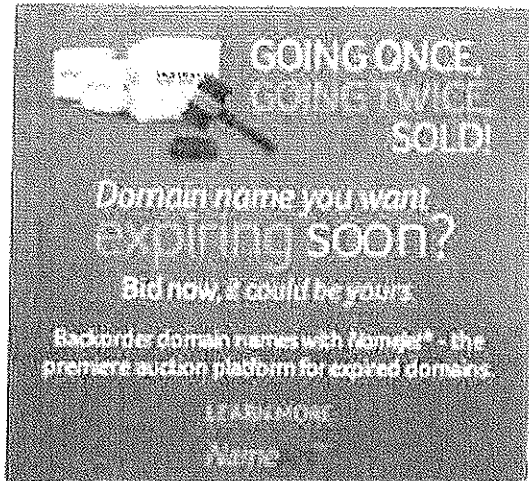
[Search Again](#)

Search again here...

Search by either

🔍 Domain Name e.g. networksolutions.com

IP Address e.g. 205.178.187.13



▲	\$0.79 Sq ft	
▼	View Now	

The price includes a one-time, non-refundable set-up fee and annual subscription fee for the Service per each domain name requested for backorder. Network Solutions reserves the right to waive or discount the set-up fee at any time. The price does not include the cost of the actual domain name. If the domain name is acquired, the cost of the one-year domain name registration will be charged to your credit card or other payment method on file. Network Solutions does not guarantee that you will obtain the domain name through this Service.



Search the WHOIS Database

Enter a domain name to search

Search

Private Registration Local listings

WHOIS search results

Domain Name: TOTALCABLEBD.COM

Registry Domain ID: 1938827466_DOMAIN_COM-VRSN

Registrar WHOIS Server: whois.godaddy.com

Registrar URL: <http://www.godaddy.com>

Updated Date: 2015-06-15T17:08:21Z

Creation Date: 2015-06-15T17:08:21Z

Registrar Registration Expiration Date: 2020-06-15T17:08:21Z

Registrar: GoDaddy.com, LLC

Registrar IANA ID: 146

Registrar Abuse Contact Email: abuse@godaddy.com

Registrar Abuse Contact Phone: +1.4806242505

Domain Status: clientTransferProhibited

<http://www.icann.org/epp#clientTransferProhibited>

Domain Status: clientUpdateProhibited <http://www.icann.org/epp#clientUpdateProhibited>

Domain Status: clientRenewProhibited <http://www.icann.org/epp#clientRenewProhibited>

Domain Status: clientDeleteProhibited <http://www.icann.org/epp#clientDeleteProhibited>

Registry Registrant ID: Not Available From Registry

Registrant Name: Registration Private

Registrant Organization: Domains By Proxy, LLC

Registrant Street: DomainsByProxy.com

Registrant Street: 14455 N. Hayden Road

Registrant City: Scottsdale

Registrant State/Province: Arizona
Registrant Postal Code: 85260
Registrant Country: US
Registrant Phone: +1.4806242599
Registrant Phone Ext:
Registrant Fax: +1.4806242598
Registrant Fax Ext:
Registrant Email: TOTALCABLEBD.COM@domainsbyproxy.com
Registry Admin ID: Not Available From Registry
Admin Name: Registration Private
Admin Organization: Domains By Proxy, LLC
Admin Street: DomainsByProxy.com
Admin Street: 14455 N. Hayden Road
Admin City: Scottsdale
Admin State/Province: Arizona
Admin Postal Code: 85260
Admin Country: US
Admin Phone: +1.4806242599
Admin Phone Ext:
Admin Fax: +1.4806242598
Admin Fax Ext:
Admin Email: TOTALCABLEBD.COM@domainsbyproxy.com
Registry Tech ID: Not Available From Registry
Tech Name: Registration Private
Tech Organization: Domains By Proxy, LLC
Tech Street: DomainsByProxy.com
Tech Street: 14455 N. Hayden Road
Tech City: Scottsdale
Tech State/Province: Arizona
Tech Postal Code: 85260
Tech Country: US
Tech Phone: +1.4806242599
Tech Phone Ext:
Tech Fax: +1.4806242598
Tech Fax Ext:
Tech Email: TOTALCABLEBD.COM@domainsbyproxy.com
Name Server: NS31.DOMAINCONTROL.COM
Name Server: NS32.DOMAINCONTROL.COM
DNSSEC: unsigned

URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>
>>> Last update of WHOIS database: 2019-04-11T19:00:00Z <<<

For more information on Whois status codes, please visit
<https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en>

Notes:

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Please note: the registrant of the domain name is specified in the "registrant" section. In most cases, GoDaddy.com, LLC is not the registrant of domain names listed in this database.

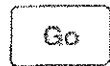
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WHOIS search results

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EXHIBIT “N”

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 10, 2019.

Selected Entity Name: TOTAL CABLE USA LLC

Selected Entity Status Information

Current Entity Name: TOTAL CABLE USA LLC

DOS ID #: 4476270

Initial DOS Filing Date: OCTOBER 22, 2013

County: SUFFOLK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: INACTIVE - Dissolution (May 02, 2016)

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

AHMODUL BAROBHUIYA
15 WESTMOYLAN LANE
CORAM, NEW YORK, 11727

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
-------------	---------------	--------------------

4/11/2019

Entity Information

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
OCT 22, 2013	Actual	TOTAL CABLE USA LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT “O”

SHAHID RASUL | Account # [REDACTED] | September 9, 2017 to October 10, 2017

Withdrawals and other subtractions - continued

Date	Description	Amount
09/26/17	CHECKCARD 0924 FIVE BELOW 345 WESTBURY NY 24445007268500204326262	-128.30
09/26/17	CHECKCARD 0925 DUNKIN #330148 Q35 ALBERTSON NY 24431067269838000009800	-20.98
09/26/17	CHECKCARD 0925 DUNKIN #331183 Q35 LONG ISLAND CNY 24431067269838000009289	-2.18
09/27/17	USPS PO 354839 09/27 #000261181 PURCHASE USPS PO 35483907 ASTORIA NY	-47.50
09/28/17	CHECKCARD 0926 THE HOME DEPOT #1255 LONG ISLAND CNY 24610437270010186821995	-22.83
09/28/17	CHECKCARD 0927 RS*DOMAINNAME REGISTER 425-2744500 WA 24906417270044855890911 RECURRING	-42.95
09/29/17	CHECKCARD 0927 AU BON PAIN LONG ISLAND CNY 24231687271200000300007	-0.82
10/02/17	CHECKCARD 0929 TOTAL CABLE 212-444-8138 NY 24009587272300573714187	-90.00
10/02/17	CHECKCARD 0929 OURPACT PREMIUM 858-888-9168 CA 24492157273637029851369 RECURRING	-4.99
10/02/17	CHECKCARD 0930 SARAVANAA BHAVAN HICKSVILLE NY 24431067274838000160952	-100.35
10/03/17	CHECKCARD 1002 COSTELLO'S ACE 140 NEW HYDE PARKNY 24224437276101017997302	-16.28
10/05/17	CHECKCARD 1004 THE UPS STORE 4628 570-420-1101 PA 24692167278100071191681	-76.32
10/06/17	MICRO ELE 655 10/06 #000332119 PURCHASE MICRO ELE 655 Mer Westbury NY	-2.16
10/10/17	CHECKCARD 1006 SILVER STAR MOTORS LONG ISLAND CNY 24692167280100109388461	-17.33
10/10/17	CHECKCARD 1009 SMASHBURGER #1563 NEW HYDE PARKNY 24224437283105006385099	-26.03
Total withdrawals and other subtractions		-\$1,192.83

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$0.00	\$0.00
Total NSF: Returned Item fees	\$0.00	\$70.00

To help avoid overdraft and returned item fees, you can set up:

Customized alerts – get email or text message alerts (footnote 1) to let you know if your balance is low

Overdraft Protection – enroll to help protect yourself from overdrafts and declined transactions

To enroll, go to bankofamerica.com/online, call us at the number listed on this statement, or come see us at your nearest financial center.

(footnote 1) Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply.

continued on the next page

EXHIBIT “P”

SETTLEMENT TERM SHEET

This term sheet represents the material settlement terms upon which Plaintiff Asia TV USA Ltd. ("ATUL") and Total Cable USA LLC, Lalon TV Inc., Ahmodul Barobhuiya and Habibur Rahman (collectively "Defendants") agree pertaining to, and addressing, each and all of the claims and causes of action set forth in the lawsuit captioned *Asia TV USA Ltd. v. Total Cable USA LLC, et al.*; No. 1:16-cv-6873-AJN-OTW, currently pending in the United States District Court for the Southern District of New York (the "Action"). The terms set forth herein shall be memorialized on the record before the Court at a hearing on August 14, 2018. A long form Settlement Agreement and Release Document also will be entered into by and between ATUL and Defendants (collectively, the "Parties").

The Parties agree as follows:

1. Settlement Payment to be Made by Defendants to ATUL

Defendants shall make a one-time payment to ATUL in the amount of \$450,000 ("Settlement Payment"), by wiring that sum to the Rosoff, Schiffres and Barta ("RSB") Client Trust Account (wiring instructions will be provided), within seven (7) business days of the appearance before Judge Wang acknowledging the settlement on the record. The parties will thereafter within ten (10) business days execute a long form settlement and mutual general release agreement formally documenting the terms and conditions of the settlement reflected herein. The Settlement Payment shall represent full and complete satisfaction of any and all monies alleged in the within action as being owed by any party thereto.

2. Permanent Injunction

Defendants stipulate in open Court that they will execute a stipulation for the entry of a permanent injunction prohibiting Defendants from distributing ATUL's content (also referred to as "ZEE Content") unless and until a valid distribution agreement authorizing Defendants and/or any of their affiliates, subsidiaries, related entities or companies is executed by and between the parties. The injunction shall enjoin Defendants from any involvement with any persons or entities who engage in the distribution of ATUL's content without a valid distribution agreement with ATUL. The form of the permanent injunction shall be as attached hereto as Exhibit 1, subject to the Court's approval.

3. Mutual General Releases. The long form settlement agreement will contain mutual general releases.

4. Dismissal of Litigation. On or before the tenth business day following the delivery of the Settlement Payment, the Parties will file a Joint Stipulation of Dismissal of All Claims with Prejudice and a Proposed Order of Dismissal with Prejudice, and will file such other papers as are necessary to terminate the Action with prejudice and with costs and attorneys' fees, taxed against the party incurring same.

[SIGNATURES ON FOLLOWING PAGE]

ASIA TV USA LTD.

By: AKHILESH GUPTA

Its: VICE PRESIDENT

Signed: Akhil G. Gupta

Date: 08/14/2018

TOTAL CABLE USA LLC

By: AHMODUL BAROBHUIYA

Its: CEO

Signed: Ahmodul Barobhuiya

Date: 8/14/2018

AHMODUL BAROBHUIYA

Signed: Ahmodul Barobhuiya

Date: 8/14/2018

LALON TV, INC.

By: SHAHINUL KARIM

Its: PRESIDENT

Signed: S. Karim

Date: 8/19/18

HABIBUR RAHMAN

Signed: Habibur Rahman

Date: 08/14/2018

SHAHINUL KARIM

Signed: S. Karim

Date: 8/14/18

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

16-CV-04067 (SJ)

Plaintiff,

-against-

TOTAL CABLE USA LLC. and 1STOPMEDIA AND
ENTERTAINMENT, INC. d/b/a RADIANT IPTV,
ABC, INC., XYZ CORP. and JOHN DOES 1-10,

Defendants.

-----X

**PLAINTIFF'S LOCAL RULE 56.1(b) STATEMENT
IN RESPONSE TO MOTION FOR SUMMARY
JUDGMENT FILED BY TOTAL CABLE USA LLC**

HOGAN & CASSELL, LLP
Attorneys for Plaintiff, Star Cable NA, Inc.
Michael Cassell
500 North Broadway, Suite 153
Jericho, New York 11753
Tel. (516) 942-4700
Fax (516) 942-4705
Email mcassell@hogancassell.com

Pursuant to Rule 56.1 of the Rules of this Court, the plaintiff, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"), by its attorneys, Hogan & Cassell, LLP, respectfully submits this Rule 56.1(b) Statement in opposition to the motion for summary judgment filed by Total Cable USA LLC ("Total Cable").

Significantly, in violation of the Local Rules of this Court, Total Cable failed to submit a Rule 56.1(a) statement. Instead, its motion is supported by the March 25, 2019 affirmation of its attorney, Satish Bhatia, Esq. ("Bhatia Aff."). In addition, for the most part, the paragraphs in the Bhatia Aff. are not short and concise as specifically required by Local Rule Civ. P. 56.1(a).

To the extent that the Court considers the Bhatia Aff. as Total Cable's Rule 56.1(a) statement, Star Cable responds as follows.

FACTS IN SUPPORT OF PLAINTIFF'S OPPOSITION

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
1. ¹	Plaintiff neither admits nor denies this statement given that it does not set forth a material fact, but rather, provides background as to Bhatia.	
2.	Disputed. As set forth in detail in the April 19, 2019 affidavit of Shahid Bob Rasul ("Rasul Aff."), there are issues of fact as to whether Total Cable is still operating.	See Rasul Aff. ¶¶ 33-43; Exhibits I-P to Rasul Aff.
3.	Not disputed.	
4.	Disputed in part. While the paragraph does set forth what Total Cable alleged in its answer, this does not support the conclusion that the allegations are undisputed facts.	
5.	Disputed to the extent that the referenced motion "speaks for itself" and the motion is not an undisputed material fact.	

¹ Given the length of each statement, they are not retyped herein.

TOTAL CABLE'S STATEMENT	PLAINTIFF'S RESPONSE	SUPPORT FOR RESPONSE
6.	Disputed to the extent that the referenced Order "speaks for itself" and the Order is not an undisputed material fact.	
7.	Disputed to the extent that the referenced Order "speaks for itself" and the Order is not an undisputed material fact.	
8.	Not disputed.	
9.	Disputed. As set forth in detail in the Rasul Aff., there are issues of fact as to whether Total Cable is still operating. Plaintiff also notes that Bhatia's opinion as to what the documents produced by Plaintiff show is not an undisputed material fact.	<u>See</u> Rasul Aff. ¶¶ 33-43; Exhibits I-P to Rasul Aff.
10.	Disputed. As set forth in detail in the Rasul Aff., there are issues of fact as to whether Total Cable is still operating.	<u>See</u> Rasul Aff. ¶¶ 33-43; Exhibits I-P to Rasul Aff.
11.	Disputed. As set forth in detail in the Rasul Aff., there are issues of fact as to whether Total Cable is still operating.	<u>See</u> Rasul Aff. ¶¶ 33-43; Exhibits I-P to Rasul Aff.
12.	Disputed. This statement is not a material fact, but rather, Bhatia's interpretation of certain documents. In addition, as set forth in detail in the Rasul Aff., there are issues of fact as to whether Total Cable is still operating.	<u>See</u> Rasul Aff. ¶¶ 33-43; Exhibits I-P to Rasul Aff.
13.	Disputed. This statement is not a material fact, but rather, Bhatia's interpretation of certain documents. In addition, as set forth in detail in the Rasul Aff., there are issues of fact as to whether Total Cable is still operating.	<u>See</u> Rasul Aff. ¶¶ 33-43; Exhibits I-P to Rasul Aff.

ADDITIONAL FACTS IN SUPPORT OF PLAINTIFF'S OPPOSITION

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
14. Plaintiff is a cable television company that has exclusive rights, in the United States and Canada, to distribute eight individual programming services, via the signal delivery services internet protocol television system ("IPTV"), WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhusey TV; and viii) Somoy TV (sometimes hereinafter referred to as the "Exclusive Services").	<u>See</u> Rasul Aff. ¶ 3.
15. Defendants, in direct violation of Plaintiff's exclusive rights, are receiving and using, divulging or retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services.	<u>See</u> Rasul Aff. ¶ 4.
16. Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), and New York Law.	<u>See</u> Rasul Aff. ¶ 5.
17. Prior to October 22, 2013, Total Cable, upon information and belief, operated as a subsidiary of Lalon TV, Inc., an active New York business corporation with principal place of business at 15 Westmoylan Lane in Coram New York. Both Total Cable and Lalon TV, Inc. list their Department of State process to be served upon Ahmodul Barobhuiya ("Barobhuiya"), who testified that he was the CEO of Total Cable.	<u>See</u> Rasul Aff. ¶ 6.
18. Confirming the extremely close relationship between Total Cable and Lalon TV, Inc., in a bankruptcy proceeding in the Southern District of New York (In Re: World Cable, Inc Case No: 14-10379 (MG)) Lalon TV, Inc. entered an appearance by counsel as Lalon TV, Inc. a/k/a Total TV, a/k/a Total Cable.	<u>See</u> Rasul Aff. ¶ 7.
19. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are defined above as the Exclusive Services and which are the subject of this action. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access.	<u>See</u> Rasul Aff. ¶ 8.
20. Unlike its competitors, cable television and satellite television, Star Cable transmits its signals from its head end located in Queens, New York, to its subscribers via the internet in the process known as Internet	<u>See</u> Rasul Aff. ¶ 9.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
Protocol Television (i.e. IPTV).	
21. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each Exclusive Service in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant exclusive rights to various companies in various nations determined by the method in which their signal is delivered. So, for example, there might be exclusive distribution rights for the United States for a satellite delivery services such as Direct TV.	<u>See</u> Rasul Aff. ¶ 10.
22. In this case, Star Cable was granted exclusive distribution rights for WiMax wireless, IPTV and Mobile TV ("the Exclusive Rights").	<u>See</u> Rasul Aff. ¶ 11.
23. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.	<u>See</u> Rasul Aff. ¶ 12.
24. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same.	<u>See</u> Rasul Aff. ¶ 13.
25. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month.	<u>See</u> Rasul Aff. ¶ 14.
26. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.	<u>See</u> Rasul Aff. ¶ 15.
27. Star Cable, through IPTV, has essentially, identical functionality of a satellite delivery service or a cable television service.	<u>See</u> Rasul Aff. ¶ 16.
28. Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i)	<u>See</u> Rasul Aff. ¶ 17.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; and viii) Somoy TV, for all regions within the United States and Canada.	
29. A representative of Star Cable traveled to Bangladesh to sign, and did sign, exclusive Network Affiliation Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television.	See Rasul Aff. ¶ 18.
30. A representative of Star Cable met in New York with a representative officer of Ekhushey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Network Affiliation Agreements were executed by mail between Star Cable and Somoy Media Limited.	See Rasul Aff. ¶ 19.
31. More specifically, with regard to Independent TV, Plaintiff and Independent TV entered into an agreement on November 26, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Independent TV provides Plaintiff with the <u>exclusive</u> right to broadcast Independent TV in United States and Canada via IPTV.	See Rasul Aff. ¶ 20; Exhibit A to Rasul Aff.
32. With regard to Jamuna TV, Plaintiff and Jamuna TV entered into an agreement on December 1, 2014. The agreement is for three years and it automatically renews for another three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Jamuna TV provides Plaintiff with the <u>exclusive</u> right to broadcast Jamuna TV in United States and Canada via IPTV.	See Rasul Aff. ¶ 21; Exhibit B to Rasul Aff.
33. With regard to Channel 16, Plaintiff and Channel 16 entered into an agreement on November 24, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Channel 16 provides Plaintiff with the <u>exclusive</u> right to broadcast Channel 16 in United States and Canada via IPTV.	See Rasul Aff. ¶ 22; Exhibit C to Rasul Aff.
34. With regard to My TV, Plaintiff and My TV entered into an agreement on November 30, 2014. The agreement is for nine years. This agreement is still in effect. The agreement with My TV provides Plaintiff with the <u>exclusive</u> right to broadcast My TV in United States and Canada via IPTV.	See Rasul Aff. ¶ 23; Exhibit D to Rasul Aff.

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
35. With regard to Asian TV, Plaintiff and Asian TV entered into an agreement on November 25, 2014. The agreement is for eight years. This agreement is still in effect. The agreement with Asian TV provides Plaintiff with the <u>exclusive</u> right to broadcast Asian TV in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶ 24; Exhibit E to Rasul Aff.
36. With regard to Bangla Vision, Plaintiff and Bangla Vision entered into an agreement on June 1, 2016. The agreement is for two years and it automatically renews for a three-year term unless one party provides at least 90 days written notice to the other side of its desire to terminate the agreement. This agreement has not been terminated and is still in effect. The agreement with Bangla Vision provides Plaintiff with the <u>exclusive</u> right to broadcast Bangla Vision in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶ 25; Exhibit F to Rasul Aff.
37. With regard to Ekhusey TV, Plaintiff and Ekhusey TV entered into an agreement on June 9, 2016. The agreement is for five years. This agreement is still in effect. The agreement with Ekhusey TV provides Plaintiff with the <u>exclusive</u> right to broadcast Ekhusey TV in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶ 26; Exhibit G to Rasul Aff.
38. With regard to Somoy TV, Plaintiff and Somoy TV entered into an agreement on July 1, 2014. The agreement is for five years. This agreement is still in effect. The agreement with Somoy TV provides Plaintiff with the <u>exclusive</u> right to broadcast Somoy TV in United States and Canada via IPTV.	<u>See</u> Rasul Aff. ¶ 27; Exhibit H to Rasul Aff.
39. Defendants are telecommunications distribution companies that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods of the Internet Protocol Suite over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.	<u>See</u> Rasul Aff. ¶ 28.
40. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.	<u>See</u> Rasul Aff. ¶ 29.
41. Defendants each actively advertise the Exclusive Services to their customers and market themselves as having rights to distribute these services to customers who desire to watch Bangladeshi programming.	<u>See</u> Rasul Aff. ¶ 30.

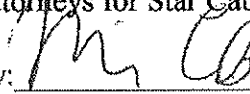
PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
42. In direct derogation of the exclusive rights of Star Cable, Defendants receive the Exclusive Services in the United States and use or divulge or redistribute said communications to their customers. Said actions of Defendants are an unauthorized divulgence of satellite signals.	<u>See</u> Rasul Aff. ¶ 31.
43. Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the preeminent reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.	<u>See</u> Rasul Aff. ¶ 32.
44. The main argument raised by Total Cable in its motion for summary judgment is that the claims against it should be dismissed because it was dissolved in May 2016, and it is no longer operating.	<u>See</u> Rasul Aff. ¶ 33.
45. Total Cable's motion should be denied given that there is a clear issue of fact as to whether Total Cable is still operating, albeit now under the name Total Cable BD.	<u>See</u> Rasul Aff. ¶ 34.
46. Specifically, historical website documents pertaining to Total Cable from 2012 to 2016, reflect Total Cable's phone number of (212) 444-8138.	<u>See</u> Rasul Aff. ¶ 35; Exhibit I to Rasul Aff.
47. The same exact website as Total Cable's website as of May 7, 2016, on August 17, 2016, has the logo changed to Total Cable BD and the email address changed to info@totalcablebd.com. The phone number of (212) 444-8138 and rest of information is identical on both websites.	<u>See</u> Rasul Aff. ¶¶ 36-37; Exhibits J and K to Rasul Aff.
48. Before this action was filed, Total Cable and Total Cable BD had its website "who-is" information as publicly available until sometime in 2016. Both websites "who-is" information shows the same individual Habib Rahman as the registrant with address of 15 Westmoylan Lane, Coram New York.	<u>See</u> Rasul Aff. ¶ 38.
49. The "who-is" information for Total Cable as of August 17, 2016, shows the address of 15 Westmoylan Lane, Coram New York. After this suit was commenced, Total Cable changed its "who-is" information to anonymous.	<u>See</u> Rasul Aff. ¶ 39; Exhibit L to Rasul Aff.
50. Just like Total Cable, the "who-is" information for Total Cable BD	<u>See</u> Rasul Aff. ¶ 40;

PLAINTIFF'S STATEMENT	SUPPORT FOR STATEMENT
as of August 17, 2016, shows the address of 15 Westmoylan Lane, Coram New York. Just like Total Cable, after the commencement of this suit, Total Cable BD made its "who-is" information anonymous.	Exhibit M to Rasul Aff.
51. As reflected in information printed from Secretary of State of New York website on April 11, 2019, Total Cable had the same exact address as the address for Total Cable BD, which is 15 Westmoylan Lane, Coram New York.	See Rasul Aff. ¶ 41; Exhibit N to Rasul Aff.
52. While Total Cable claims that after it filed for bankruptcy in 2016, that it had no assets or revenues and dissolved, Rasul's debit card was charged \$90.00 on October 2, 2017, by Total Cable. The charge was for a subscription for services that had been active since approximately 2014. This charge was made nearly eleven months after Total Cable filed for bankruptcy and even though Total Cable is claiming that the company was not conducting any business while doing so. The charge depicts the same Total Cable phone number of (212) 444-8138.	See Rasul Aff. ¶ 42; Exhibit O to Rasul Aff.
53. In a suit commenced by Asia TV USA Ltd. against Total Cable and other defendants, the defendants recently settled the action for \$450,000. Barobhuiya executed the agreement on behalf of Total Cable in August 2018.	See Rasul Aff. ¶ 43; Exhibit P to Rasul Aff.

Dated: April 22, 2019

Respectfully submitted,

HOGAN & CASSELL, LLP
Attorneys for Star Cable NA, Inc.

By: 
Michael Cassell
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Jericho, New York 11753
(516) 942-4700
(516) 942-4705
mcassell@hogancassell.com

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

Defendants.
-----X

REPLY AFFIRMATION AND MEMORANDUM IN
OPPOSITION TO THE OPPOSITION FILED
BY THE PLAINTIFF

SATISH K. BHATIA, ESQ.,
Bhatia & Associates PLLC
Attorneys for the Defendants
38 West, 32nd Street, Suite #1511
New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

TABLE OF AUTHORITIES

Alvarez v. Prospect Hosp., 68 N.Y.2d 320, 324 (1986).....	Page 6
Barthelemy v. Air Lines Pilots Ass’n, 897 F.2d 999, 1018 (9th Cir. 1990).....	Page 3
Block v City of L.A., 253 F.3d 410, 419 (9th Cir. 2001).....	Page 3
Carroll v Radoniqi, 105 A.D.3d 493, 494 (1st Dept. 2013).....	Page 7
Crossell v Wing Farm, Inc. 79 A.D.3d 1334, 1336 (3d Dept. 2010).....	Page 7
Hecker v Liebgold, 130 A.D.3d 572, 574(2d Dept. 2015).....	Page 6
Hlinka v Bethlehem Steel Corp., 863 F.2d 279, 282 (3d Cir. 1988).....	Page 4
Josendis v Wall to Wall Residence Repairs Inc., 662 F.3d 1292, 1317 (11th Cir. 2011).....	Page 4
Reale v Tsoukas, 146 A.D.3d 833, 835 (2d Dept. 2017).....	Page 7

Stonehill Capital Management, LLC v

Bank of the W., 28 N.Y.3d 439, 448 (2016).....Page 6

Statutes and Rules:

FRCP 56(c)(4).....Pages 3-4

Individual Rules of Honorable

Sterling Johnson Jr. III E.....Page 2

INTRODUCTION

1. The Plaintiff has commenced the present action against the Defendant Total Cable USA LLC alleging that the Plaintiff has exclusive rights to broadcast the eight channels mentioned in paragraph 1 of the second amended complaint (Docket No. 38). The Defendant Total Cable USA LLC in its answer has alleged that Total Cable USA LLC was dissolved in May 2016 and has not been in business since it was dissolved. The issue to be determined in this case is whether Total Cable USA LLC has been broadcasting the channels mentioned in the complaint and whether the Plaintiff is entitled to seek damages and injunctive relief against the Defendant Total Cable USA LLC.

THE OPPOSITION FILED BY THE PLAINTIFF IS UNTIMELY AS IT IS IN VIOLATION OF THE INDIVIDUAL RULES OF THIS COURT

2. The Court set up deadlines for filing the motion, opposition and reply. The Court ordered that the Defendants' motion seeking summary judgment was due by March 14, 2019, the Plaintiff's response was due March 21, 2019 and the status conference was scheduled on March 26, 2019 (Docket sheet dated March 7, 2019). On March 30, 2019, the Court granted extension of time and changed the schedule as ordered on March 7, 2019 (Docket No. 78). The Court ordered that the Defendants' motion shall be served by March 25, 2019; Plaintiff's opposition shall be served by April 9, 2019, the Defendants' reply shall be served by April 17, 2019 and all papers would be filed by the end of April 19, 2019. On March 25, 2019, the Defendants provided the notice of motion and supporting documents as ordered by the Court to the attorney for the Plaintiff. On March 20, 2019, I wrote a letter to this Honorable Court requesting to extend the time to file a reply by the Defendants by April 25, 2019 since I was on vacation. The letter was written with the

consent of Michael Cassell, the Plaintiff's attorney (Docket No. 79). On April 2, 2019, the Court granted the extension. Subsequently on April 18, 2019, I received an email from the Plaintiff's Counsel indicating therein that he was trying to provide the opposition by the end of April 19, 2019 but he needs a few days extension due to his hectic schedule. I responded to the email that if I received the opposition by April 23, 2019, I would need time to file the reply until May 2, 2019. The Plaintiff's Counsel sent another email indicating that he consents to as much time as I need to provide the reply. The copy of the exchange of emails during the period of April 18-April 22 are annexed with this memorandum as **Exhibit A**.

3. The Plaintiff's Counsel served the opposition and the memorandum of law on April 23, 2019. Though the deadline to file the opposition was April 9, 2019, the Plaintiff's attorney Michael Cassell filed the opposition on April 23, 2019 with my consent. However, the Plaintiff's attorney did not write a letter to the Court for approval of change of schedules to file an opposition as ordered by the Court on April 2, 2019.
4. The individual rules of this Court pertaining to motions III E, provides "Subject to Court approval, parties may agree on briefing schedule. No changes in the approved schedule may be made without Court approval". The opposition filed on April 23, 2019 without Court approval is liable to be rejected.

**THE AFFIDAVIT FILED BY SHAHID BOB RASUL IN OPPOSITION TO THE
MOTION FILED BY THE DEFENDANTS FOR SUMMARY JUDGMENT IS
NOT BASED ON THE PERSONAL KNOWLEDGE OF SHAHID BOB RASUL
AND AS SUCH MR. RASUL'S AFFIDAVIT CANNOT BE CONSIDERED**

5. Shahid Bob Rasul in his affidavit indicates that he is the Chief Technology Officer of the Plaintiff Star Cable NA Inc. and he submitted the affidavit in opposition to the motion for summary judgment filed by Total Cable USA LLC. The Chief Technology Officer is simply an employee of the Plaintiff and has no personal knowledge about the issues involved in the motion for summary judgment. Mr. Rasul does not state in his affidavit that he has personal knowledge of the facts of the case and/or source of his knowledge. The declaration/affidavit must be based on personal knowledge as mandated in the Federal Rule of Civil Procedure 56(c)(4). FRCP 56(c)(4) provides:

“Affidavits of Declarations. An affidavit or declaration used to support or oppose a motion must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated”.

An affiant’s personal knowledge can be reasonably inferred from his/her position and from the nature of his/her personal participation in the matters sworn to in the affidavit. (See *Barthelemy v. Air Lines Pilots Ass’n*, 897 F.2d 999, 1018 (9th Cir. 1990)). In the present case, Mr. Rasul’s position is only as a Chief Technology Officer and does not claim that he is the Principal Officer or the President of Star Cable NA Inc. If the affidavits content makes clear that the affiant relies information from others rather than first hand participation and experience, the Court may properly refuse to consider the affidavit as not based on personal knowledge. (See *Block v City of L.A.*, 253 F.3d 410, 419 (9th Cir. 2001)). A statement by the affiant that he/she believes a fact to be true or attest to a fact upon information and belief does not satisfy the requirement that a witness

has personal knowledge of the facts. (*See, e.g., Josendis v Wall to Wall Residence Repairs Inc.*, 662 F.3d 1292, 1317 (11th Cir. 2011); *Hlinka v Bethlehem Steel Corp.*, 863 F.2d 279, 282 (3d Cir. 1988). The declaration/affidavit must show that the declarant is competent to testify on the matters stated in the declaration, FRCP 56(c)(4).

THE COMPLAINT FILED BY STAR CABLE NA INC. AGAINST TOTAL CABLE USA

LLC SHOULD BE DISMISSED

6. The Plaintiff concedes that Total Cable USA LLC was dissolved in May 2016. In paragraph 3 of the complaint, the Plaintiff admits that Total Cable USA LLC operated as NY Registered LLC from October 22, 2013 until May 2, 2016 on which date it was dissolved. In paragraph 3, the Plaintiff also alleges that upon information and belief, Total Cable USA LLC operated as subsidiary of Lalon TV. The Plaintiff failed to file any document showing that Total Cable USA LLC was ever operated as a subsidiary of Lalon TV. Syed Ahmed annexed Exhibit D with his reply affidavit which is a print out taken from the website of the Division of Corporation. Exhibit D shows that Lalon TV Inc. was incorporated as a Domestic Business Corporation on August 20, 2009. He also annexed Exhibit E in his reply affidavit which shows that on January 23, 2012, Lalon TV filed a certificate of corporation of assumed name "Total Cable" and obtained an assumed name certificate for "Total Cable." In paragraph 6 of his affidavit, Mr. Ahmed states that Lalon TV d/b/a Total Cable is an independent and different corporation and Total Cable USA LLC was an independent and different corporation which was dissolved in May 2016. Mr. Ahmed also annexed Exhibit F, the copy of the complaint filed by Star Cable NA Inc., index no. 17-cv-04469 in the Eastern District, Suffolk County against the Defendants Lalon TV, Total Cable BD and others. In the complaint, the Plaintiff alleged

violation of the same channels which are the subject matter in the present complaint. The allegations and the complaint against Lalon TV and against Total Cable USA LLC are identical. The Plaintiff has already changed the name of the Defendants. The said action was discontinued by the Plaintiff when Lalon TV showed the agreements executed between the content owners and Lalon TV. The Plaintiff wants the Court to believe that Total Cable USA LLC has been functioning in the name of Total Cable BD after it was dissolved. The Plaintiff was not able to produce any evidence to establish that Total Cable USA LLC has been functioning or broadcasting any channels after it was dissolved in May 2016. The Plaintiff's attorney failed to give any explanation of why the action against Lalon TV and Total Cable BD was discontinued if Total Cable USA LLC was broadcasting channels in the name of Total Cable BD or in the name of Total Cable.

7. In an attempt to establish that Total Cable USA LLC has been broadcasting channels, Mr. Rasul in his affidavit in opposition to the motion for summary judgment annexed Exhibit O which shows that Mr. Rasul made a payment of \$90 on October 2, 2017 from his credit card services, however this only establishes that the payment was made to Total Cable which is the d/b/a of Lalon TV and not to Total Cable USA LLC and the telephone number 212-444-8138 is the telephone number of Lalon TV shown in Exhibit O and does not belong to Total Cable USA LLC. Mr. Ahmed in his affidavit states that Total Cable USA LLC never had any connection with Total Cable, Total Cable USA Inc. or Total Cable BD. Mr. Ahmed in his reply affidavit states that Total Cable USA LLC never conducted any business after it was dissolved on May 2, 2016.
8. Mr. Ahmed has stated in his affidavit and in his deposition conducted on June 18, 2018 that Total Cable USA LLC has no connection with any corporation starting with the

words “Total Cable” and he did not create any company other than Total Cable USA LLC. He states in his affidavit that he does not know any company by the name of Total Cable BD and that Total Cable USA LLC did not have any assets. He also testified that Total Cable USA LLC did not have any website, Total Cable USA LLC did not maintain account and did not have any revenue from 2012-2018. The relevant portion of his deposition has been annexed with the attorney’s affirmation in support of notice of motion as Exhibit F.

9. Mr. Rasul annexed Exhibit E in support of the allegation that Total Cable USA LLC has been conducting business as Total Cable USA LLC settled the action commenced by Asia TV USA Ltd. in the sum of \$450,000.

BACKGROUND LAW

10. In order to succeed on a motion for summary judgment, the proponent must demonstrate prima facie entitlement to judgment as a matter of law and the absence of any material issues of fact. *Stonehill Capital Management, LLC v Bank of the W.*, 28 N.Y.3d 439, 448 (2016). Once such a showing has been made, “the burden shifts to the party opposing the motion for summary judgment to procedure evidentiary proof in admissible from sufficient to establish the existence of material issues of fact which require a trial of the action.” *Alvarez v. Prospect Hosp.*, 68 N.Y.2d 320, 324 (1986).
11. Though the facts are viewed in the light most favorable to the non-moving party, “bald, conclusory assertions or speculation” are “insufficient to defeat summary judgment.” *Stonehill*, 28 N.Y.3d at 448. The same is true for “merely conclusory claims.” *Id.*; see also *Hecker v Liebgold*, 130 A.D.3d 572, 574(2d Dept. 2015) (“Bare conclusory assertions, such as those contained in [an] affidavit... are insufficient to demonstrate the

absence of any triable issues of fact”) (internal quotations omitted); Carroll v Radoniqi, 105 A.D.3d 493, 494 (1st Dept. 2013) (upholding grant of summary judgment for defendant where, “[p]laintiff had no personal knowledge [of certain allegations]... and his remaining allegations were simply too speculative and conclusory to have merit.”).

12. “A party who seeks a finding that a summary judgment motion is premature is required to put forth some evidentiary basis to suggest that discovery might lead to relevant evidence or that the facts essential to justify opposition to the motion were exclusively within the knowledge and control of the movant.” Reale v Tsoukas, 146 A.D.3d 833, 835 (2d Dept. 2017). If the party opposing the motion cannot meet that burden, summary judgment is properly granted. Crossell v Wing Farm, Inc. 79 A.D.3d 1334, 1336 (3d Dept. 2010) (granting summary judgment for defendant where plaintiff’s claims were “were completely unsupported with evidence or specific factual references.”).

MR. RASUL FAILED TO ATTACH THE COMPLETE DOCUMENTS
SHOWING THAT THE TELEPHONE NUMBER AND WEBSITE BELONGS TO
LALON TV AND NOT TOTAL CABLE USA LLC

13. Mr. Rasul did not attach the complete documents with Exhibit I and intentionally withheld the last pages of the documents annexed as Exhibit I. Mr. Ahmed searched the website shown on page 1 in Exhibit I (<https://web.archive.org/web/20120901204045/http://totalcableusa.com>) website and found that the site belongs to Lalon TV Inc. He printed all three pages and on the third page it clearly shows that the website belongs to Lalon TV Inc. as it shows the copyright mark of © 2011-2012 Lalon TV Inc. and also shows the telephone number 212-444-8138. Similarly, Mr. Ahmed searched the website shown on page two of Exhibit I

(<https://web.archive.org/web/20130407081754/http://www.totalcableusa.com>) and page 2 also clearly shows the trademark of © 2011-2012 Lalon TV Inc. indicating that the website belongs to Lalon TV Inc along with the same phone number 212-444-8138. Again Mr. Ahmed searched the websites shown on pages 3 and 4 of Exhibit I, (<https://web.archive.org/web/20141216112528/http://www.totalcableusa.com/index.html>) and (<https://web.archive.org/web/20150615055148/http://www.totalcableusa.com:80/index.html>) and when searching both websites they also show the trademark of © 2011-2012 Lalon TV Inc. of the last pages (second pages) again indicating that the website belongs to Lalon TV Inc and again with the same phone number 212-444-8138.

CONCLUSION

14. In view of above, Total Cable USA LLC requests that the opposition filed by the Plaintiff be rejected being untimely and the motion seeking summary judgment by Total Cable USA LLC be granted.

Dated: May 1, 2019

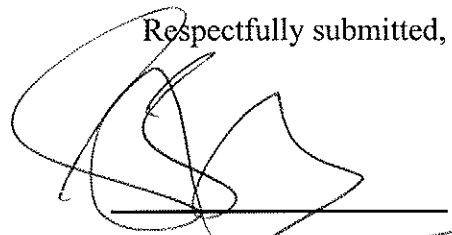
Respectfully submitted,

SATISH K. BHATIA, ESQ.,
Bhatia & Associates PLLC
38 West, 32nd Street, Suite #1511
New York, NY 10001
Tel: 212-239-6898
Fax: 212-594-7980

EXHIBIT A

Apr 22 at 11:00 AM

Michael Cassell <mcassell@hogancassell.com>

To: 'satish bhatia'

I will have the opposition to you tomorrow. I consent to as much time as you need for the reply. I appreciate the additional time.

Mike

Hide original message

From: satish bhatia [mailto:satishbhatiaus@yahoo.com]**Sent:** Friday, April 19, 2019 3:59 PM**To:** Michael Cassell**Subject:** Re: Star Cable v Total Cable USA LLC

Michael,

I am on vacation right now and I will be back on April 22, 2019. If I receive the opposition by April 23, 2019, I will need time until May 2, 2019 to file a reply to your opposition.

Regards,

Satish K Bhatia, Esq.
Bhatia & Associates PLLC
38W 32nd Street Suite # 1511
New York NY 10001
Phone: (212) 239-6898
Fax: (212) 594-7980

Disclaimer:

This email is intended only for the use of the individual to whom or the entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify us immediately by collect telephone.

On Thursday, April 18, 2019, 8:53:02 PM EDT, Michael Cassell <mcassell@hogancassell.com> wrote:

I am trying to provide you with the opposition by the end of the day tomorrow, but I will most likely need a few-day extension. Most significantly, my partner has been out all week on a personal issue, leaving me to handle everything. In addition, I just got notice that I have to be in Kings Supreme Court tomorrow morning to respond to an Order to Show Cause. I should be able to get you the opposition by the end of the day on Monday (Tuesday at the latest). Obviously, I will agree to provide you with as much time as you need for the reply. Please advise.

Michael Cassell

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

-----X

STAR CABLE NA, INC.,

Docket No. 16-cv-04067

Plaintiff,

vs.

TOTAL CABLE USA LLC. and RADIANT IPTV

**REPLY AFFIDAVIT OF SYED
AHMED**

Defendants.

-----X

I Syed Ahmed, do swear under penalty of perjury as follows:

1. I was the managing member of Total Cable USA LLC, which was dissolved in May 2016 and I, as the former managing member of Total Cable USA LLC had filed for Bankruptcy under Chapter 7 on behalf of Total Cable USA LLC. The Bankruptcy Court passed the Final Decree in January 2017. The copy of the dissolution of the corporation is annexed as Exhibit N with the affidavit of Shahid Bob Rasul in opposition to the motion filed by Total Cable USA LLC. The copy of the Final Decree is annexed as **Exhibit A**. The list of creditors shown in schedule E/F is annexed as **Exhibit B**.
2. The Bankruptcy Court notified all of the Creditors of the Bankruptcy Petition including Star Cable NA Inc. Star Cable NA Inc. did not appear in the Bankruptcy Court nor did they file any adversary proceedings. Now in the affidavit of Shahid Bob Rasul, Mr. Rasul in paragraph 6 states that prior to October 22, 2013, Total Cable USA LLC, upon information and belief operated as a subsidiary of Lalon TV. In paragraph 34 of said affidavit, Mr. Rasul states that Total Cable USA LLC's motion should be denied, given that there is a clear issue of fact as of whether Total Cable USA LLC is still operating

albeit now under the name of Total Cable BD. Mr. Rasul attached Exhibit I, J, K, L and M to prove that Total Cable USA LLC has been operating under the name of Total Cable BD.

3. Mr. Rasul did not attach the complete documents with Exhibit I and intentionally withheld the last pages of the documents annexed as Exhibit I. I have searched the website shown on page 1 in Exhibit I (<https://web.archive.org/web/20120901204045/http://totalcableusa.com>) website and found that the site belongs to Lalon TV Inc. I printed all three pages and on the third page it clearly shows that the website belongs to Lalon TV Inc. as it shows the copyright mark of © 2011-2012 Lalon TV Inc. and also shows the telephone number 212-444-8138. Similarly, I searched the website shown on page two of Exhibit I (<https://web.archive.org/web/20130407081754/http://www.totalcableusa.com>) and page 2 also clearly shows the trademark of © 2011-2012 Lalon TV Inc. indicating that the website belongs to Lalon TV Inc along with the same phone number 212-444-8138. Again I searched the websites shown on pages 3 and 4 of Exhibit I, (<https://web.archive.org/web/20141216112528/http://www.totalcableusa.com/index.html>) and (<https://web.archive.org/web/20150615055148/http://www.totalcableusa.com:80/index.html>) and when searching both websites they also show the trademark of © 2011-2012 Lalon TV Inc. of the last pages (second pages) again indicating that the website belongs to Lalon TV Inc and again with the same phone number 212-444-8138. I am annexing the complete documents of which Mr. Rasul has attached only the first pages of the documents as Exhibit I as **Exhibit C** with this reply affidavit.

4. Lalon TV Inc. was incorporated as a Domestic Business Corporation on August 25, 2009.

The print out taken from the NYS Division of Corporation shows that the DOS process of Lalon TV Inc. is 1 W Prospect Ave., Suite 1004, Mount Vernon, New York, 10550 and the Chief Executive Officer is Shahinul Karim whose address is 15 Westmoylan Lane, Coram, New York 11727. The copy of the print out taken from the website of the Division of Corporation is annexed with this reply affidavit as **Exhibit D**.

5. On or about January 23, 2012, Lalon TV Inc. filed a Certificate of Corporation of Assumed Name "Total Cable" and got an Assumed Name Certificate of the assumed name "Total Cable." The copy of the assumed name certificate of "Total Cable" is annexed with this reply affidavit as **Exhibit E**.

6. The Plaintiff and his Counsel Michael Cassell, Esq. are fully aware that Lalon TV Inc. d/b/a Total Cable is an independent and different corporation and Total Cable USA LLC was an independent and different corporation which was dissolved on May 2, 2016 and was discharged by the Bankruptcy Court in January 2017. In fact, the Plaintiff Star Cable NA Inc. had commenced an action against Lalon TV Inc., Total Cable BD, Habibur Rahman, Shahinul Karim, Shahidul Bari, Ahmodul Barobhuiya and Syed S. Ahmed (myself) in the Eastern District, Suffolk County on July 28, 2017. In paragraph 3 of the complaint, Star Cable NA Inc. alleged that the Defednant Lalon TV Inc. is an individual corporation that has principal place of business and in paragraph 9 of the complaint, the Plaintiff alleges that Total Cable BD.com is an individual business that has principal business of 15 Westmoylan Lane, Coram, New York 11727. In paragraph 1 of the complaint, Star Cable NA Inc. alleges that Star Cable NA Inc. has exclusive rights in respect of the channels Independent TV, Jamuna TV, Channel 16, My TV, Asian TV,

Bangla Vision, Ekushey TV, Somoy TV and Boishakhi Television. The copy of the complaint filed by Star Cable NA Inc., index no. 17-cv-04469 is annexed with this reply affidavit as **Exhibit F**.

7. On or about August 30, 2017, the Defendants filed the answer and also raised various counterclaims. The Defendants stated in paragraph 64 to 67 of the answer that the Defendant Lalon TV enjoys its rights and privileges directly from the overseas television channels who are the content owners. In paragraph 68 of the answer the Defendants stated that on information and belief, overseas content owners have terminated their agreements with the Plaintiff to broadcast various channels and/or were in the process of terminating the agreements with the Plaintiff. The copy of the verified answer is annexed with this reply affidavit as **Exhibit G**.
8. During the pendency of the action, the Honorable Sandra J. Feuerstein suggested that the copy of the agreement between the Defendant Lalon TV Inc. and the content owners be shown to Michael Cassell, the attorney for Star Cable NA Inc. The Defendant showed the agreements to the Plaintiff's attorney, Mr. Cassell. One for the agreements with the content owners shown to the Plaintiff's attorney is annexed as **Exhibit H**.
9. After going through the various agreements between Lalon TV Inc. and the various owners of the content owners, the Plaintiff's attorney Michael Cassell, stated that the Plaintiff Star Cable NA Inc. intend to discontinue the action against Lalon TV Inc., Total Cable BD and the other Defendants alleging violation of the Plaintiff's copyrights. The Plaintiff's and the Defendants entered into stipulation of dismissal. On January 24, 2018, the Court directed the Clerk of the Court to close the case. The copy of the stipulation of dismissal is annexed with this affidavit as **Exhibit I**.

10. Mr. Rasul has also annexed Exhibit O showing that Mr. Rasul made a payment of \$90 on October 2, 2017 from his credit card for services that has been active since 2017. In paragraph 42 of his affidavit, he claims that the charge of \$90 shows that Total Cable USA LLC was conducting business as the charge depicts that the Total Cable phone number is 212-444-8138. This phone number does not belong to Total Cable USA LLC as Total Cable USA LLC did not have a phone number and never functioned except for entering into an affiliation agreement with Asia TV for Zee Channel. Exhibit O shows that payment was made to Total Cable which is a d/b/a of Lalon TV Inc. and not to Total Cable USA LLC and the telephone number 212-444-8138 is of Total Cable which is d/b/a Lalon TV Inc. and not Total Cable USA LLC. Exhibit O does not show that Total Cable USA LLC has ever conducted any business. In fact, Total Cable USA LLC did not have any connection with the company Total Cable, Total Cable USA Inc. and Total Cable BD. Total Cable USA LLC never conducted any business after it was dissolved on May 2, 2016.

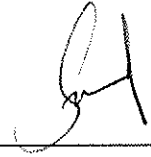
11. My deposition was conducted on June 18, 2018. During my deposition I clarified that Total Cable USA LLC has no connection with any other corporation starting with the words "Total Cable" and I did not create any other company other than Total Cable USA LLC. I testified during my deposition that I do not know any company by the name of Total Cable BD and that Total Cable USA LLC did not have any assets. I also testified that Total Cable USA LLC did not have a website prior to filing for bankruptcy. I also testified that Total Cable USA LLC did not maintain any account and Total Cable USA LLC did not have any revenue during the years 2012-2018. Total Cable USA LLC never provided any set up boxes to anyone. The relevant portions of my deposition has already

been provided in paragraph 10 of our attorney's affirmation in support of notice of motion and the relevant portions of my deposition is also annexed as Exhibit F with our attorney's affirmation.

12. Mr. Rasul also annexed Exhibit P alleging therein that Total Cable and the other Defendants settled the action commenced by Asia TV USA Ltd. in sum of \$450,000. However, it transpired that Mr. Barobhuiya was still the CEO of Total Cable USA LLC and therefore could sign and the signing of Mr. Barobhuiya on the settlement agreement on behalf of Total Cable USA LLC was just a formality. A sum of \$450,000 was paid directly by Lalon TV and not by Total Cable USA LLC and nor could it have been paid as Total Cable USA LLC did not have any bank account or assets to pay as it was dissolved and never functioned. The payment of \$450,000 was not made by Total Cable USA LLC but was paid by Lalon TV as Asia TV USA Ltd., the Plaintiff, agreed to grant rights to broadcast Zee TV to Lalon TV. The document showing the wiring from Capital One Bank of Lalon TV Inc. of \$450,000 to the attorney for Asia TV USA Ltd. in his trust account is annexed as **Exhibit J** with this reply affidavit. The settlement to pay \$450,000 signed by Mr. Barobhuiya as CEO of Total Cable USA LLC was only a formality. In fact, the action was settled between the Plaintiff Asia TV USA Ltd. and Lalon TV Inc. and as such the stipulation cannot prove that Total Cable USA LLC was functioning.
13. Syed Ahmed in his reply affidavit also stated that Total Cable USA LLC was not a party to the bankruptcy petition filed by World Cable Inc. in the case no. 14-10379. Mr. Rasul states in paragraph 7 of his affidavit that Lalon TV Inc. entered an appearance by the Counsel as Lalon TV aka Total TV aka Total Cable. The allegations do not show that Lalon TV appeared on behalf of Total Cable USA LLC.

14. In response to discovery request, the Plaintiff's attorney provided the documents which have been annexed with the affirmation in support of motion for summary judgment. None of the documents relate to Total Cable USA LLC.
15. Mr. Rasul in his affidavit in opposition stated in his affidavit that upon information and belief, Total Cable operated as a subsidiary of Lalon TV. Mr. Rasul does not state in paragraph 6 of the affidavit that Total Cable USA LLC was operated as subsidiary of Lalon TV. Total Cable USA LLC was incorporated on October 22, 2013 and as such it cannot operate as subsidiary of Lalon TV prior to its incorporation. Moreover, the allegations contained in paragraph 6 of the affidavit is upon information and belief and is not upon his personal knowledge and therefore cannot be considered.
16. In paragraph 7 of the affidavit of Mr. Rasul, it is stated that in the bankruptcy petition commenced by World Cable Inc., case no. 14-10379, Lalon TV Inc. entered an appearance by the Counsel as Lalon TV Inc. aka Total TV aka Total Cable. The allegations in paragraph 7 are totally irrelevant and do not show that Total Cable USA LLC made any appearance through Lalon TV Inc. Total Cable USA LLC was not a party in the bankruptcy petition commenced by World Cable Inc.
17. Plaintiff failed to file any document showing that Total Cable USA LLC has ever broadcasted the channels. Total Cable USA LLC entered into agreement with Asia TV USA Ltd. but never paid any amount to Asia TV USA Ltd. The other members of Total Cable USA LLC and I used our personal money to pay rent and for other expenses of Total Cable USA LLC as Total Cable USA LLC had any bank account and never used any checks. I filed the bankruptcy petition as the managing member of Total Cable USA LLC. Star Cable NA Inc. was one of the creditors and never appeared in the action.

WHEREFORE, I request that the motion filed by the Defendant Total Cable USA LLC be granted along with any other just and proper relief.

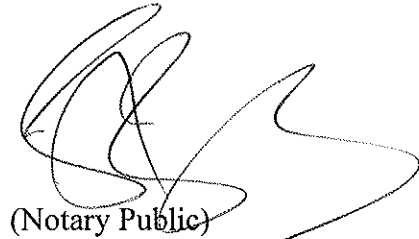


Syed Ahmed

Verified On: May 1, 2019

In the County of New York

In the State of New York



(Notary Public)

SATISH KUMAR BHATIA
Notary Public, State of New York
No. 02BH6343050
Certified in New York County
Commission Expires 05/31/2020

EXHIBIT A

Case 8-16-75603-ast Doc 25 Filed 01/25/17 Entered 01/25/17 10:24:05

Information to identify the case:			
Debtor 1	<u>Total Cable USA LLC</u>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court Eastern District of New York 290 Federal Plaza Central Islip, NY 11722			
Case number:	8-16-75603-ast		
Social Security number or ITIN			----
EIN			46-3928159
Social Security number or ITIN			----
EIN			---
Chapter:			7

FINAL DECREE

The estate of the above named debtor(s) has been fully administered.

IT IS ORDERED THAT:

- Robert L. Pryor (Trustee) is discharged as trustee of the estate of the above-named debtor(s).
- The Chapter 7 case of the above-named debtor(s) is closed.

s/ Alan S. Trust
United States Bankruptcy Judge

Dated: January 25, 2017

EXHIBIT B

Fill in this information to identify the case:

Debtor TOTAL CABLE USA LLC
 United States Bankruptcy Court for the: Eastern District of NY
 (if known) Case number 8:16-75003

☐ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/16

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

- ☐ No. Go to Part 2.
☒ Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

2.1 Priority creditor's name and mailing address

Level 3 Communications LLC
PO Box 910182
Denver, CO 80291-0182

Date or dates debt was incurred _____

Last 4 digits of account number _____

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)

As of the petition filing date, the claim is: \$ 85,000

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☒ Disputed

Basis for the claim: _____

Is the claim subject to offset?

- ☒ No
☐ Yes

Total claim

Priority amount

2.2 Priority creditor's name and mailing address

Asia TV USA, LTD.
200 Middlesex Essex
Turnpike, Suite 202, Iselin, NJ

Date or dates debt was incurred 08830

Last 4 digits of account number _____

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)

As of the petition filing date, the claim is: \$ 200,000

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☒ Disputed

Basis for the claim: _____

Is the claim subject to offset?

- ☒ No
☐ Yes

2.3 Priority creditor's name and mailing address

Star Cable NA Inc.
3639 Bell Blvd. Suite 233
Bayside, N.Y. 11361

Date or dates debt was incurred _____

Last 4 digits of account number _____

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (____)

As of the petition filing date, the claim is: \$ 200,000

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☒ Disputed

Basis for the claim: _____

Is the claim subject to offset?

- ☒ No
☐ Yes

Debtor

Total Cable USA LLC

Case number (if known)

8-110-752003**Part 1. Additional Page**

Copy this page if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional PRIORITY creditors exist, do not fill out or submit this page.

Total claim

Priority amount

2. Priority creditor's name and mailing address

\$ _____ \$ _____

As of the petition filing date, the claim is:
Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (____)

2. Priority creditor's name and mailing address

\$ _____ \$ _____

As of the petition filing date, the claim is:
Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (____)

2. Priority creditor's name and mailing address

\$ _____ \$ _____

As of the petition filing date, the claim is:
Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (____)

2. Priority creditor's name and mailing address

\$ _____ \$ _____

As of the petition filing date, the claim is:
Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account
number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

Specify Code subsection of PRIORITY unsecured
claim: 11 U.S.C. § 507(a) (____)

Debtor

Total Cable USA LLC

Case number (if known)

8-16-756003

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

Amount of claim

3.1 Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Is the claim subject to offset?

Last 4 digits of account number _____

- ☐ No
☐ Yes

3.2 Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Is the claim subject to offset?

Last 4 digits of account number _____

- ☐ No
☐ Yes

3.3 Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Is the claim subject to offset?

Last 4 digits of account number _____

- ☐ No
☐ Yes

3.4 Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Is the claim subject to offset?

Last 4 digits of account number _____

- ☐ No
☐ Yes

3.5 Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Is the claim subject to offset?

Last 4 digits of account number _____

- ☐ No
☐ Yes

3.6 Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Is the claim subject to offset?

Last 4 digits of account number _____

- ☐ No
☐ Yes

Debtor

Name

TOTAL Cable USA LLC

Case number (if known)

8-16-75003

Part 2: Additional Page

Copy this page only if more space is needed. Continue numbering the lines sequentially from the previous page. If no additional NONPRIORITY creditors exist, do not fill out or submit this page.

Amount of claim

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed
☐ Liquidated and neither contingent nor disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Last 4 digits of account number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Last 4 digits of account number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Last 4 digits of account number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Last 4 digits of account number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

3. Nonpriority creditor's name and mailing address

As of the petition filing date, the claim is:

Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

\$ _____

Basis for the claim: _____

Date or dates debt was incurred _____

Last 4 digits of account number _____

Is the claim subject to offset?

- ☐ No
☐ Yes

Debtor

Name

TOTAL CABLE USA LLC

Case number (if known)

8-16-75003

Part 3:**List Others to Be Notified About Unsecured Claims**

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors.

If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address	On which line in Part 1 or Part 2 is the related creditor (if any) listed?	Last 4 digits of account number, if any
4.1. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.2. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.3. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.4. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.5. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.6. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.7. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.8. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.9. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.10. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____
4.11. _____ _____ _____	Line _____ <input type="checkbox"/> Not listed. Explain _____	____-____-____-____

Dobler

Total Cable USA LLC

Case number of known

8-16-756003

Part 3: Additional Page for Others to Be Notified About Unsecured Claims[illegible]

Debtor

Total Cable USA LLC
Name

Case number (if known)

8-16-75003

Part 4:**Total Amounts of the Priority and Nonpriority Unsecured Claims**

6. Add the amounts of priority and nonpriority unsecured claims.

Total of claim amounts

5a. Total claims from Part 1

5a.

\$ 485,000

5b. Total claims from Part 2

5b.

+

\$

5c. Total of Parts 1 and 2

5c.

\$ 485,000

Lines 5a + 5b = 5c.

EXHIBIT C

http://totalcableusa.com/ Go AUG SEP OCT
83 captures 01
1 Sep 2012 - 31 Jan 2013 2011 2012 2013



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- Why Total Cable
- Referral
- Contact Us



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Hindi Plus



- Buy Now
- More

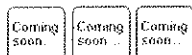
http://totalcableusa.com/ Go AUG SEP OCT 01 2011 2012 2013 83 captures 1 Sep 2012 - 31 Jan 2016

Bangladeshi



- Buy Now
- More

Urdu / Pakistani



Coming soon...

- Buy Now
- More

Welcome to Total Cable USA.

Total Cable has begun its operation in 2009 and has been in production since January, 2011. The inspiration of the company is the realization that there is a need for a company that can provide a wide variety of international channels to the Bangladeshi community in the USA. The company is headquartered in the New York City in the state of New York.

Total Cable, has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

Read more...



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Password

Forgot Password ?

Submit

New User REGISTER Now !

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83 captures
1 Sep 2012 - 31 Jan 2018

What we offer:

- 16 Bangladeshi channels
- 10 Hindi Channels
- 6 Cartoon Channels
- 6 Religious Channels
- 22 American Channels

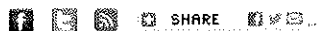


ISSUE RESOLUTIONS : We guarantee next day technician at customer premises

NO CONTRACT : We do not require subscribers to sign a lengthy contract.

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ও বিনোদনের
সম্পূর্ণ
আয়োজন
এখন
আপনার
প্রিয়
টোটাল ক্যাবলে



২১২-৪৪৪-৮১৩৮
আমরা বাংলায় কথা বলি

২১টি বাংলা চ্যানেল, ১২টি হিন্দি চ্যানেল, ২২টি আমেরিকান চ্যানেল,
৮টি সেরা কার্টুন চ্যানেল, ৯টি ইসলামিক ও ৭টি স্পোর্টস চ্যানেল

Total CABLE
"Reliable, Affordable!"

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Total Cable. has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

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Subscriber Login



User Name

4/28/2019


Total Cable | Building and delivering broadcast networks worldwide

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New User REGISTER Now !

What we offer:

- 16 Bangladeshi channels
- 10 Hindi Channels
- 6 Cartoon Channels
- 6 Religious Channels
- 22 American Channels



24x7 Call Center Support :

Call at **1-212-444-8138**







Email: **Info@totaltvs.com**

ISSUE RESOLUTIONS : We guarantee next day technician at customer premises

NO CONTRACT : We do not require subscribers to sign a lengthy contract.

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এখন
আপনার
প্রিয়
টোটাল ক্যাবলো

২১২-৪৪৪-৮১৩৮
আমরা বাংলায় কথা বলি

২১টি বাংলা চ্যানেল, ১২টি হিন্দি চ্যানেল, ২২টি আমেরিকান চ্যানেল,
৮টি সেবা কার্টুন চ্যানেল, ৯টি ইসলামিক ও ৭টি স্পোর্টস চ্যানেল

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সম্পূর্ণ
আয়োজন
এখন
আপনার
প্রিয়
টোটাল ক্যাবলে



২১২-৪৪৪-৮১৩৮
আমরা বাঙালীয় কণ্ঠা বণি

২১টি বাংলা চ্যানেল, ১২টি হিন্দি চ্যানেল, ২২টি আমেরিকান চ্যানেল,
৮টি সেরা কার্টুন চ্যানেল, ৯টি ইসলামিক ও ২টি স্পোর্টস চ্যানেল

Total CABLE
"Reliable, Affordable!"

1 2 3 4 5 Total

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Total Cable, has developed a highly innovative product/solution for the IPTV/Cable product sector. Our research indicates that our technology is unique and will offer significant advantage over all available similar and competing products/services.

Read more...



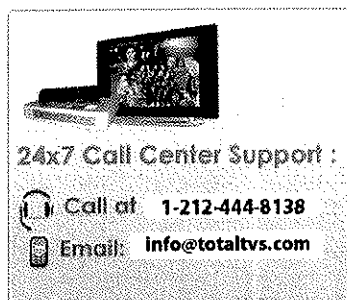
User Name

http://www.totalcableusa.com/index.html Go MAY JUN JUL
35 captures 15
3 Sep 2012 - 18 Sep 2016 2014 2015 2016

New User REGISTER Now !

What we offer:

- 16 Bangladeshi channels
- 10 Hindi Channels
- 6 Cartoon Channels
- 6 Religious Channels
- 22 American Channels



ISSUE RESOLUTIONS : We guarantee next day technician at customer premises

NO CONTRACT : We do not require subscribers to sign a lengthy contract.

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EXHIBIT D

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through April 30, 2019.

Selected Entity Name: LALON TV INC.

Selected Entity Status Information

Current Entity Name: LALON TV INC.

DOS ID #: 3848817

Initial DOS Filing Date: AUGUST 25, 2009

County: WESTCHESTER

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

LALON TV INC.
1 W PROSPECT AVENUE
SUITE 1004
MOUNT VERNON, NEW YORK, 10550

Chief Executive Officer

SHAHINUL KARIM
15 WESTMOYLAN LANE
CORAM, NEW YORK, 11727

Principal Executive Office

LALON TV INC.
15 WESTMOYLAN LANE
CORAM, NEW YORK, 11727

Registered Agent

NONE

EXHIBIT E

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME : LALON TV INC.

DOCUMENT TYPE : ASSUMED NAME CERTIFICATE

=====

FILER:

FILED: 01/23/2012

CASH#: 273206

FILM#: 20120123104

SHAHINUL KARIM
15 WESTMOYLAN LN

CORAM NY 11727

PRINCIPAL LOCATION

15 WESTMOYLAN LN

CORAM
NY 11727



COMMENT:

ASSUMED NAME

TOTAL CABLE

=====

SERVICE COMPANY : +++ NO SERVICE COMPANY +++

CODE:
BOX :

FEES 60.00

FILING : 25.00

COUNTY : 25.00

COPIES : 10.00

MISC : .00

HANDLE : .00

PAYMENTS: 60.00

CASH :
CHECK : 60.00
C CARD :

REFUND :

=====

DO3HD108

DOS-281 (04/2007)

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 25, 2009	Actual	LALON TV INC.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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EXHIBIT F

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 1 of 12 PageID #: 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Plaintiff,

-against-

COMPLAINT

LALON TV, INC., HABIBUR RAHMAN,
SHAHINUL KARIM, SHAHIDUL BARI,
SYED S. AHMED, AHMODUL BAROBHUIYA
and TOTAL CABLE BD.COM,

Defendants.
-----X

The plaintiff, Star Cable NA, Inc. ("Plaintiff" or "Star Cable"), by its attorneys Hogan & Cassell, LLP, as and for its Complaint against the defendants, alleges the following:

NATURE OF THE ACTION

1. The defendants in this action, Lalon TV, Inc., Habibur Rahman, Shahinul Karim, Shahidul Bari, Syed S. Ahmed, Ahmodul Barobhuiya and Total Cable BD.com (collectively referred to as "Defendants") are involved in the sale and distribution of cable television services and devices to assist their customers to gain access to various programming to which they are not entitled. The programming originates in Bangladesh via an internet protocol television system ("IPTV"). Plaintiff is an IPTV television company that has exclusive rights, in the United States and Canada, to distribute nine individual programming services via the signal delivery services IPTV, WiMax Wireless and Mobile TV. The exclusive services originate in Bangladesh and include: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhushey TV; viii) Somoy TV; and ix) Boishakhi Television (collectively the "Exclusive Services"). This is an action based upon the

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 2 of 12 PageID #: 2

discovery that Defendants, in direct violation of Plaintiff's exclusive rights, are receiving, using, divulging and retransmitting such communications services, to which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to the Exclusive Services. Defendants also distribute devices to their customers to primarily assist in the unauthorized access to the Exclusive Services. Defendants' conduct is a violation of the Communications Act of 1934, 47 U.S.C. § 605(a), 47 U.S.C. § 605(e)(4) and New York Law. In this action, Star Cable seeks declaratory and injunctive relief and monetary damages, costs and attorneys' fees.

PARTIES

2. Star Cable is a New York corporation that has its principal place of business at 3 Grace Avenue, Suite 120, Great Neck, New York 11021.
3. Defendant Lalon TV, Inc. ("Lalon TV") is a New York corporation that has its principal place of business at 15 Westmoylan Lane, Coram, New York 11727.
4. Defendant Habibur Rahman ("Rahman") is an individual residing at 164-10 84th Avenue, Jamaica, New York 11432. Rahman is the Chief Technology Officer of Lalon TV.
5. Defendant Shahinul Karim ("Karim") is an individual residing at 15 Westmoylan Lane, Coram, New York 11727. Karim is the President of Lalon TV.
6. Defendant Shahidul Bari ("Bari") is an individual residing at 200 Dey Street, Harrison, New Jersey 07028. Bari is the Director of Lalon TV.
7. Defendant Syed S. Ahmed ("Ahmed") is an individual residing at 15 Westmoylan Lane, Coram, New York 11727. Ahmed is the Director of Operations for Lalon TV.

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 3 of 12 PageID #: 3

8. Defendant Ahmodul Barobhuiya ("Barobhuiya") is an individual residing at 61-15 171st Street, Fresh Meadows, New York 11365. Barobhuiya is the Chief Executive Officer of Lalon TV.

9. Upon information and belief, Defendant Total Cable BD.com is a New York business that has its principal place of business at 15 Westmoylan Lane, Coram, New York 11727.

JURISDICTION AND VENUE

10. This action arises under 47 U.S.C. § 605(a), 47 U.S.C. § 605(e)(4) and supplemental state law claims.

11. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 as there is a Federal question. Venue is properly established in the Eastern District of New York pursuant to 28 U.S.C. § 1391(b) as Defendants reside in the District and/or do business in this District and a substantial part of the events giving rise to the claim occurred in the District.

FACTUAL BACKGROUND

12. Star Cable is a multi-channel provider of subscription video services included in a channel lineup, which includes hundreds of channels including several from Bangladesh, which are the Exclusive Services. Additionally, Star Cable offers its subscribers telephone services and high speed data service otherwise known as internet access. Star Cable transmits its signals from its headend located in Queens, New York, to its subscribers via the internet in the process known as Internet Protocol Television.

13. In order to provide the Exclusive Services, Star Cable negotiated and contracted with each programming service provider in multi-year Network Affiliation Agreements (the "Agreements"). The Agreements grant Plaintiff the exclusive distribution rights for WiMax

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 4 of 12 PageID #: 4

wireless, IPTV and Mobile TV for the nine individual programming services (i.e. the Exclusive Services) within the United States and Canada. In exchange for the exclusive rights, Star Cable pays the programming service provider's license fees, which generally increase annually in accordance with the terms of the Agreements. Such annual increases are often double and/or triple the previous year's license fee. As such, Star Cable pays significant amounts for its exclusive rights.

14. Because Star Cable generates revenues through the sale of subscription packages and other programming, and because the ability to attract and retain distribution rights for programming is dependent upon preventing unauthorized reception of Star Cable's video channels, Star Cable's channels are digitally secured and encrypted. The encrypted video services are then transmitted via the internet to its customers.

15. Each Star Cable customer receives a set top channel converter that contains the technology to receive encrypted programming from Star Cable, determine which services the subscriber has purchased and decrypt those services so that they are intelligible on a television screen. The set top box can also communicate with Star Cable for the purposes of purchasing pay per view material and billing for the same. The set top box is part of the monthly service charge of a customer's purchase of IPTV service. If a customer wants a second set top box a service charge is added to the customer's bill each month.

16. The set top box provided to a Star Cable customer is designed to make a direct-to-server internet connection with the Star Cable server. Once connected to the Star Cable server, the Star Cable box streams the video channels from the server directly onto the customer's television. The customer can then use the remote control tied to the set top box and watch programming in real time, in essence, live as transmitted.

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 5 of 12 PageID #: 5

17. Star Cable, through IPTV, has essentially identical functionality of a satellite delivery service or a cable television service.

18. At all times pertinent to this Complaint, Star Cable has been the beneficiary of exclusive agreements for WiMax, IPTV and Mobile TV for the Exclusive Services: i) Independent TV; ii) Jamuna TV; iii) Channel 16; iv) My TV; v) Asian TV; vi) Bangla Vision; vii) Ekhussey TV; viii) Somoy TV and ix) Boishakhi Television for all regions within the United States and Canada.

19. A representative of Star Cable traveled to Bangladesh to sign, and did sign, the Agreements with representative officers of Asian TV, My TV, V.M. International Ltd., Independent Television, Ltd., Channel 16 Insight Telecast, and Jamuna Television. A representative of Star Cable met in New York with a representative officer of Ekhussey Television, Ltd. and Shamol Bangla Media Ltd. Similar exclusive Agreements were executed by mail between Star Cable, Somoy Media and Boishakhi Television Limited. Payments have been made by Star Cable on each of these Agreements.

20. Defendants are telecommunications distribution companies, or the officers, directors and shareholders of the companies, that sell telephony services, high speed data services and which operate a television signal distribution business. They are currently distributing their television signals through an IPTV distribution system through which channels are delivered using the architecture and networking methods over the internet through broadband internet access networks. Defendants' signal delivery system is almost identical to that of Star Cable.

21. Defendants' customers must pay a monthly subscription fee, dependent upon the level of programming services purchased and ordered from Defendants.

22. Despite not having any rights to the Exclusive Services, Defendants intercept the

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 6 of 12 PageID #: 6

signals for the Exclusive Services and then, often via the use of the website Total Cable BD.com, offer and provide the Exclusive Services to their customers.

23. Despite not having any rights to the Exclusive Services, Defendants actively advertise the Exclusive Services to their customers and market themselves as having the rights to distribute these services to customers who desire to watch Bangladeshi programming.

24. Defendants distribute a set top device to their paying customers to assist the customers to receive the improper signal to the Exclusive Services so that it becomes intelligible on a television screen.

25. Defendants do not have rights to transmit or sell the nine channels (i.e. the Exclusive Services) over an IPTV delivery system in any part of the United States or Canada or to provide their customers with a device that assists in receiving the improper signal.

26. Despite not having rights to transmit the Exclusive Services and in direct derogation of the exclusive rights of Star Cable, Defendants use, divulge and redistribute said communications to their customers. Defendants are not authorized to redistribute said communications over their IPTV systems in the United States or Canada. Said actions of Defendants are an unauthorized divulgence of satellite signals. Defendants use wire to transmit the Exclusive Services to their customers and the signals at issue are radio communications.

27. Defendants' violations of Plaintiff's exclusive rights has injured and will continue to injure Star Cable by, among other things, damaging the reputation of Star Cable as the holder of exclusive rights to the Exclusive Services, depriving Star Cable of revenues derived from the distribution of its programming and by interfering with the contractual and prospective business relationships of Star Cable.

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 7 of 12 PageID #: 7

Count I
47 U.S.C. § 605(a)

28. Plaintiff incorporates the preceding paragraphs as if each allegation was fully set forth herein.

29. Plaintiff is a person aggrieved as defined by 47 U.S.C. § 605, since it has proprietary rights in the Exclusive Services and has the exclusive rights, in the United States and Canada, to distribute the Exclusive Services via the signal delivery services IPTV, WiMax Wireless and Mobile TV.

30. Through the transmitting, retransmitting, use, divulgement and sale of the Exclusive Services, Defendants have violated various provisions of 47 U.S.C. § 605(a).

31. The Exclusive Services are transmitted via radio and Defendants use wire to transmit the Exclusive Services to their customers.

32. Defendants' use of the signals of the Exclusive Services in a manner in which they are not entitled, including effectuating the unauthorized receipt in the United States and transmitting, retransmitting, using, selling and divulging said Exclusive Services to persons not entitled to the Exclusive Services for the purposes of commercial advantage and private financial gain is violative of 47 U.S.C. § 605.

33. Defendants' conduct is designed to injure, and will continue to injure Star Cable and cause it financial damage and irreparable harm.

34. Defendants knew or should have known and had reason to know that assisting a third person in the reception and use of the Exclusive Services without authorization, was and is illegal and prohibited and in violation of Plaintiff's rights.

35. Pursuant to 47 U.S.C. § 605(e)(3), Plaintiff is entitled to: equitable relief; either

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 8 of 12 PageID #: 8

statutory damages per violation or actual damages plus any profits realized by Defendants for each violation of 47 U.S.C. § 605(a); reasonable attorneys' fees; and costs.

Count II
47 U.S.C. § 605(e)(4)

36. Plaintiff incorporates the preceding paragraphs as if each allegation was fully set forth herein.

37. Defendants have violated 47 U.S.C. § 605(e)(4) through the distribution of a device or equipment knowing that the device or equipment is primarily intended for the transmitting, retransmitting, use, divulgence and sale of the Exclusive Services in violation of provisions of 47 U.S.C. § 605(a).

38. Defendants' distribution of devices to assist in the reception of the Exclusive Services is for the purposes of commercial advantage and private financial gain and is designed to injure, and will continue to injure Star Cable and cause it financial damage and irreparable harm.

39. Defendants knew or should have known and had reason to know that providing a device to their customers that is used to assist in the reception and use of the Exclusive Services is without authorization, illegal and prohibited by 47 U.S.C. § 605(a).

40. Defendants' conduct is willful and for purposes of direct or indirect commercial advantage or private financial gain.

41. Pursuant to 47 U.S.C. § 605(e)(3), Plaintiff is entitled to: equitable relief; either statutory damages per violation or actual damages plus any profits realized by Defendants for each violation of 47 U.S.C. § 605(a); reasonable attorneys' fees; and costs.

Count III
UNJUST ENRICHMENT

42. Plaintiff hereby incorporates the preceding paragraphs as if set forth fully herein.

43. Through the re-broadcasting scheme described above Defendants have received a financial benefit by, among other things, receiving subscription fees from each of Defendants' customers that have subscribed to the Exclusive Services.

44. The financial benefit to Defendants is to the detriment of Plaintiff in that Defendants' customers who purchase the Exclusive Services would have had to acquire them from Star Cable rather than Defendants, thereby depriving Star Cable of subscription fees.

45. Defendants have been unjustly enriched through these actions, and equity and good conscience requires restitution to Plaintiff.

46. Star Cable has been damaged through the unjust enrichment of Defendants and seeks remedy for the same.

Count IV
CONVERSION

47. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

48. Through the rebroadcasting scheme described above Defendants exercised and assumed unauthorized dominion and control over the signal of the Exclusive Services and disseminated and divulged said communications signals to third parties for payment and without the authorization of Plaintiff.

49. Star Cable was excluded from exercising any control over the dissemination and divulgement of the signals of the Exclusive Services to third parties and received no income from this unauthorized use and divulgement.

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 10 of 12 PageID #: 10

50. Plaintiff has been damaged through the unauthorized conversion of the signals of the Exclusive Services for which Star Cable seeks remedy.

Count V
UNFAIR COMPETITION

51. Plaintiff hereby incorporates the preceding paragraphs as if each were set forth fully herein.

52. Through the rebroadcasting scheme described above Defendants misappropriated the product of Star Cable, namely the licensed Exclusive Services.

53. Defendants' misappropriation of the Exclusive Services was undertaken in bad faith and without the authorization of or payment to Star Cable for the sale and divulgement of the Exclusive Services.

54. Plaintiff has been damaged through Defendants' unfair competition with reference to Plaintiff's Exclusive Services and seeks remedy for the same.

WHEREFORE, Plaintiff requests that this Court grant the following relief:

- (1) Declare that Defendants' unauthorized interception, transmittal, publishing, sale, use and divulgement of the Exclusive Services without authorization violated 47 U.S.C. § 605(a) and that such violations were committed willfully, intentionally and for the purposes of commercial advantage and private financial gain;
- (2) Declare that Defendants' distribution of a device or equipment knowing that the device or equipment was used to assist in the reception of Exclusive Services in violation of 47 U.S.C. § 605(a) violated 47 U.S.C. § 605(e)(4).
- (3) In accordance with 47 U.S.C. § 605(e)(3), permanently enjoin Defendants, their agents, servants, employees, and those controlled directly or indirectly by any of them

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 11 of 12 PageID #: 11

from the interception, distribution, sale, rebroadcast or divulgement of the Exclusive Services;

(4) In accordance with 47 U.S.C. § 605(e)(3), award Plaintiff against Defendants, damages for all losses incurred as a result of Defendants' violations:

(a) The actual damages that Plaintiff has suffered, together with any additional profits earned by Defendants, or alternatively at Plaintiff's election,

(b) Statutory damages in an amount between \$1,000 and \$10,000 for each of the customers to which the Exclusive Services were sold and/or distributed by Defendants.

(5) In accordance with 47 U.S.C. § 605(e)(4), award Plaintiff statutory damages in the amount of \$100,000 per violation.

(6) Order an accounting of all profits and expenses realized by Defendants in violation of 47 U.S.C. § 605, together with Defendants' production of all records reflecting sales of the Exclusive Services;

(7) Impose a constructive trust based upon Defendants' unjust enrichment derived from profits on sales of the Exclusive Services, and based upon their conversion of profits diverted from and properly due to Star Cable by reason of theft of its product;

(8) Order an assessment of damages, to be determined at trial, based upon the New York Law of Unfair Competition;

(9) In accordance with 47 U.S.C. § 605 award Plaintiff its reasonable attorneys' fees and costs of this action; and

(10) Grant such other and further relief as is just.

Case 2:17-cv-04469-SJF-AYS Document 1 Filed 07/28/17 Page 12 of 12 PageID #: 12

Dated: July 28, 2017

HOGAN & CASSELL, LLP
Attorneys for Plaintiff

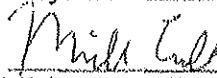
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EXHIBIT G

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

STAR CABLE NA, INC.,

Plaintiff,

CASE NUMBER: 2:17-cv-04469

-against-

ANSWER TO COMPLAINT

LALON TV, INC., HABIBUR RAHMAN,
SHAHINUL KARIM, SHAHIDUL BARI,
SYED S. AHMED, AHMODUL BAROBHUIYA
and TOTALCABLEBD.COM,

Defendants.

The defendants Lalon TV, Inc., Habibur Rahman, Shahinul Karim, Shahidul Bari, Syed S. Ahmed, and Ahmodul Barobhuiya by their attorneys Bhatia and Associates PLLC interpose the following answer to the above complaint.

NATURE OF THE ACTION

1. The allegations contained in paragraph number one of the complaint are that defendant Lalon TV, Inc. is involved in the sale and distribution of cable television services and devices to assist its customers to gain access to various programming are denied. Defendant Lalon TV, Inc. denies that it is not entitled to the sale and services. Defendant Lalon TV, Inc. also denies that programming originates in Bangladesh via Internet Protocol Television System (IPTV). The defendants admit that the services mentioned in paragraph one of the complaint originate in Bangladesh. Defendants deny that they are receiving, using, divulging, and retransmitting such communication services for which they are not entitled, for the purposes of illegally selling said programming to customers of their businesses who subscribe to their exclusive services. The allegations that the defendants distribute devices to their customers to primarily assist in the unauthorized

access to the exclusive services are denied. Defendants also deny that conduct of Lalorn TV, Inc. is in violation of the Communications Act of 1934, 47 U.S.C § 605 (a), 47 U.S.C § 605(e)(4) and New York Law. The defendants submit that Star Cable is not entitled to seek declaratory and injunctive relief and monetary damages, costs and attorneys' fees.

PARTIES

2. Answering defendants deny the allegations due to lack of knowledge and information sufficient to form belief as to the truth of the allegations contained in paragraph 2.
3. Allegations contained in paragraph 3 of the complaint are admitted.
4. Allegations contained in paragraph number 4 are admitted to the extent that the defendant Habibur Rahman is the Chief Technology Officer (CTO) of Lalorn TV, Inc. The rest of the allegations contained in paragraph under reply are denied.
5. Allegation contained in paragraph 5 of the complaint are admitted.
6. Allegation contained in paragraph 6 of the complaint are admitted.
7. Allegation contained in paragraph 7 of the complaint are denied.
8. Allegations contained in paragraph 8 are admitted to the extent that the defendant Ahmodul Barobhuiya is the Chief Executive Officer of the defendant Lalorn TV Inc. The rest of the allegations contained in the paragraph under reply are denied
9. In reply to paragraph number 9 of the complaint, the answering defendants submit that the defendant TotalCableBD.Com is a website only and is not a legal entity. As such, the action cannot be commenced against TotalCableBD.Com

JURISDICTION AND VENUE

10. Allegations contained in paragraph 10 of the complaint state conclusions of law to which no answer is required.
11. Allegations contained paragraph 11 of the complaint state conclusions of the law to which no answer is required. To the extent an answer is required, the answering defendants admit that court has jurisdiction and venue is proper. Except as expressly admitted herein, answering defendants deny the allegations contained in paragraph eleven of the complaint.

FACTUAL BACKGROUND

12. The allegations contained in paragraph 12 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
13. The allegations contained in paragraph 13 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
14. The allegations contained in paragraph 14 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
15. The allegations contained in paragraph 15 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
16. The allegations contained in paragraph 16 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
17. The allegations contained in paragraph 17 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
18. The allegations contained in paragraph 18 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.

19. The allegations contained in paragraph 19 of the complaint are denied due to lack of knowledge sufficient to form belief as to the truth of the allegations contained therein.
20. Allegations contained in paragraph 20 are admitted to the extent that defendant Lalor TV, Inc. is currently distributing its television signals through an IPTV distribution system through which channels are delivered using the architecture and network methods over the internet to broadband internet access networks. Any other allegations contained in paragraph under reply contradictorily to above reply are denied.
21. Allegations contained in paragraph 21 of the complaint are admitted.
22. Allegations contained in paragraph 22 of the complaint are denied.
23. Allegations contained in paragraph 23 of the complaint are denied.
24. Allegations contained in paragraph 24 of the complaint are denied.
25. Allegations contained in paragraph 25 of the complaint are denied.
26. Allegations contained in paragraph 26 of the complaint are denied.
27. Allegations contained in paragraph 27 of the complaint are denied.

Count I

47 U.S.C § 605(a)

28. Answering defendants reiterate and reallege the averments contained in paragraphs number 1-27 of the answer as fully set forth herein.
29. Allegations contained in paragraph 29 of the complaint are denied.
30. Allegations contained in paragraph 30 of the complaint are denied.
31. Allegations contained in paragraph 31 of the complaint are denied.
32. Allegations contained in paragraph 32 of the complaint are denied.
33. Allegations contained in paragraph 33 of the complaint are denied.

34. Allegations contained in paragraph 34 of the complaint are denied.

35. Allegations contained in paragraph 35 of the complaint are denied.

Count II

47 U.S.C § 605(e)(4)

36. Answering defendants reiterate and reallege the averments contained in paragraphs number 1-35 of the answer as fully set forth herein.

37. Allegations contained in paragraph 37 of the complaint are denied.

38. Allegations contained in paragraph 38 of the complaint are denied.

39. Allegations contained in paragraph 39 of the complaint are denied.

40. Allegations contained in paragraph 40 of the complaint are denied.

41. Allegations contained in paragraph 41 of the complaint are denied.

Count III

UNJUST ENRICHMENT

42. Answering defendants reiterate and reallege the averments contained in paragraphs number 1-41 of the answer as fully set forth herein.

43. Allegations contained in paragraph 43 of the complaint are admitted to the extent that defendant Lalon TV, Inc. through the rebroadcasting system scheme have received a financial benefit by, among other things, receiving subscription fees from each of the customers of Lalon TV, Inc. The rest of the allegations contained in the paragraph under reply are denied.

44. Allegations contained in paragraph 44 of the complaint are denied.

45. Allegations contained in paragraph 45 of the complaint are denied.

46. Allegations contained in paragraph 46 of the complaint are denied.

Court IV

CONVERSION

47. Answering defendants reiterate and reallege the averments contained in paragraphs number 1-46 of the answer as fully set forth herein.

48. Allegations contained in paragraph 48 of the complaint are denied.

49. Allegations contained in paragraph 49 of the complaint are denied.

50. Allegations contained in paragraph 50 of the complaint are denied.

Court V

UNFAIR COMPETITION

51. Answering defendants reiterate and reallege the averments contained in paragraphs number 1-50 of the answer as fully set forth herein.

52. Allegations contained in paragraph 52 of the complaint are denied.

53. Allegations contained in paragraph 53 of the complaint are denied.

FIRST AFFIRMATIVE DEFENSE

54. Complaint fails to disclose any cause of action upon which the relief may be granted.

SECOND AFFIRMATIVE DEFENSE

55. No cause of action ever accrued to the plaintiff to commence the present action against the answering defendants.

THIRD AFFIRMATIVE DEFENSE

56. The plaintiff's claims are barred by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

57. The plaintiff's claims are barred by the doctrine of fair use.

FIFTH AFFIRMATIVE DEFENSE

58. The plaintiff's claims are barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

59. The present action is barred by statute of limitations.

SEVENTH AFFIRMATIVE DEFENSE

60. Plaintiff has not registered its copyright in the U.S Patent and Trade office and as such, the present action is not maintainable.

EIGHTH AFFIRMATIVE DEFENSE

61. The present action is liable to be dismissed due to misjoinder of parties. The individual defendants are not the necessary or proper parties. TotalCableBD.Com is not a legal entity and cannot be joined as one of the defendants in the present action.

NINTH AFFIRMATIVE DEFENSE

62. On information and belief Independent Television, Bangla Vision, and Jamuna TV have sent letters of cancellation to the plaintiff. The alleged agreement between the plaintiff and Boishakhi TV was not exclusive. The owners of Ekhusey TV and Channel 16 never signed any contract with the plaintiff.

FIRST COUNTER CLAIM ON BEHALF OF LALON TV, INC.

63. Defendant Lalon TV, Inc. reiterates and realleges the averments contained in paragraph 1-62 of the answer as fully set forth herein.

64. The defendant Lalon TV, Inc. enjoys its rights and privileges directly from the overseas television channels who are the content owners. The defendant Lalon TV, Inc. is a corporation duly organized and existing under by virtue of laws of State of New York, with its principal place of business at 15 Westmoylan Lane, Coram, New York 11727.

65. The defendant Lalon TV, Inc. is engaged in the media and entertainment business, and has rights to distribute certain premium television programming in the United States of America and Canada via IPTV.
66. Defendant Lalon TV, Inc. is filing this counterclaim to recover money damages from the plaintiff due to tortious business interference by the plaintiff.
67. In addition to channels mentioned in paragraph one of the Complaint, except Somoy TV, the defendant Lalon TV, Inc. also has legal right to broadcast channels, which includes: Channel TBN24 Television, Channel TBN Music, Channel TBN Cinema, Channel I, Channel ATN Bangla, Channel Boishakhi TV, Channel SATV, Channel ATN News, Channel Ekattor Television, Channel Independent Television, Channel S, Channel DBC News, Channel Asian TV, Channel Bangla Vision, Channel MY TV, Channel Ekhusey TV, Channel Jamuna TV, Channel Deepto TV, Channel 24, Channel News 24, BTV, Channel I EU, Channel Gaan Bangla, Channel RTV, Channel ATN UK, Channel BTV World, Channel Ad-Deen, Channel Peace TV Bangla, Channel Guide US, Channel Al Ramadan, Channel Al Muhabba, Channel Iqra Bangla, and Channel 16. The defendant Lalon TV, Inc. is not involved in the sale and distribution of Channel Somoy TV.
68. On information and belief, the overseas content owners have terminated the agreement with the plaintiff to broadcast various channels and/or are in process of terminating the agreements with the plaintiff's right to broadcast channels.
69. The plaintiff's unauthorized access in transmission and use of various channels in respect of which the defendant Lalon TV, Inc. has been granted rights to distribute by the overseas channel owners is likely to confuse, mislead, and deceive the members of the public and cause them to believe that the plaintiff is the authorized distributors of the

channels despite the channel owners have terminated or in process of terminating the right of plaintiff to distribute the channels.

70. The plaintiff's acts have been deliberate, willful, intentional, and purposeful, in reckless disregard and with indifference to the rights of the defendant Lalon TV, Inc.

71. On informational belief, the plaintiff is approaching to the overseas channel owners who have already granted rights to defendant Lalon TV, Inc. to distribute various channels.

The conduct of the Plaintiff amount to tortious business interference of the defendant Lalon TV, Inc. agreements with the overseas channel owners.

72. The tortious conduct of the Plaintiff has caused substantial pecuniary damages to the defendant Lalon TV, Inc.

73. The defendant Lalon TV, Inc. demands a judgement in favor of the defendant Lalon TV, Inc. against the Plaintiff in sum of one million dollars.

SECOND COUNTERCLAIM ON BEHALF OF LALON TV, INC.

74. Defendant Lalon TV, Inc. reiterates and realleges the averments contained in paragraph 1-73 of the answer as fully set forth herein.

75. The plaintiff's acts and conduct are causing, and unless restrained by this court, will continue to cause irreparable harm to the defendant Lalon TV, Inc. The defendant Lalon TV, Inc. has already suffered pecuniary losses due to the tortious business interference by the plaintiff.

76. The defendant Lalon TV, Inc. seeks a judgement for injunctive relief restraining the Plaintiff from distributing and transmitting the channels to which they have no right to distribute and transmit.

THIRD COUNTERCLAIM

77. Answering defendants reiterate and reallege the averments contained in paragraph 1-76 of the answer as fully set forth herein.

78. The Plaintiff has dragged the answering defendants in a false, frivolous, and vexatious litigation. The answering defendants have incurred and will continue to incur attorney's fees and other legal incidental expenses. The answering defendants claim a judgement for statutory damages, attorney's fees, and other incidental expenses.

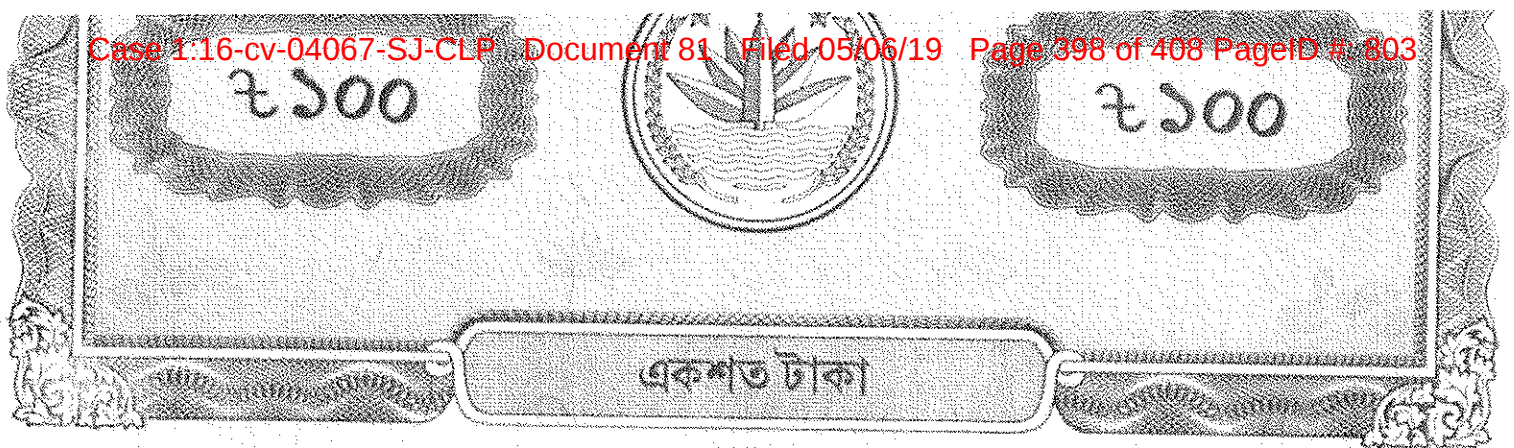
WHEREFORE, the answering defendants request that the complaint be dismissed and the judgement as requested in the first to third counterclaims be granted along with any other just and proper relief.

Dated: August 30th, 2017

____ s/d _____

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EXHIBIT H



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BROADCAST RIGHTS AGREEMENT

BROADCAST RIGHTS AGREEMENT ("Agreement") as of this 20 day of March 2013 by and between LALON TV INC. DBA TOTAL TV's [New York Corporation ("Distributor")]. Whose principal place of business is at 15 Westmoylan In. Coram, NY 11727 (hereinafter referred to as "LALON TV," and Independent Television Limited, 149, 150 Tejgaon I/A, Dhaka -1208, Bangladesh

RECITALS

WHEREAS, "LALON TV" is an operator of cable, broadband, IPTV and satellite television channels in the North America including United States and Canada;

WHEREAS, "INDEPENDENT" is a SATELLITE television CHANNEL and production company serving the domestic and international Bangladeshi community,

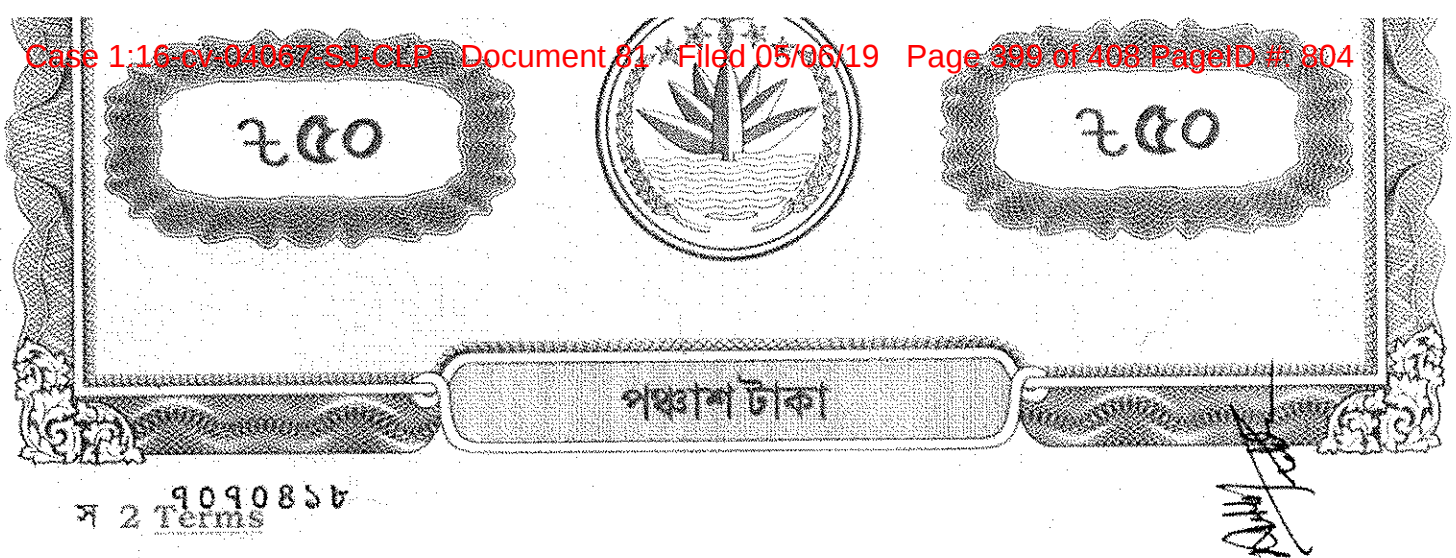
WHEREAS, "LALON TV" desires to acquire the non-exclusive broadcast rights of INDEPENDENT TELEVISION LIMITED for all media including cable, broadband, IPTV, satellite and mobile media in the North America including United States and Canada (the "Territory")

WHEREAS, Independent desires to grant LALON TV non-exclusive rights in the Territory for all media including cable, broadband, IPTV, satellite and mobile media;

NOW, THEREFORE, in consideration of ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Broadcast Rights.

- (a) Independent hereby grants LALON TV non-exclusive broadcast rights of Independent Media Programming for all media within the Territory
- (b) The INDEPENDENT's program shall at all time remains the property of Independent subject to Independent's obligations hereunder.
- (c) LALON TV's broadcasts of the Independent shall display Independent's logotype, which logotype shall remain the sole and exclusive property of Independent.
- (d) In addition to the Independent programming Lalon TV shall have the right to



(a) The term of this Agreement (the "Term") initially shall be for a period of 03 (three) years but this must be annual renewal basis. It will commence on March 20, 2013. Any party can terminate the agreement with a 90 days prior notice and if there is no termination letter issued by any party the agreement will renewed automatically. The agreement will be extended for the next year based on the good business upon the terms and conditions set forth herein.

(b) Notwithstanding anything contained in clause (1) the Agreement may be renewed by mutual discussion by the Parties on terms and conditions as may be determined by them.

3. Revenue Share:

Independent will receive the following percentage of Gross Revenue through content distribution to other providers, for example; content delivered to Direct TV, Dish Network or any other cable operators etc.; and Net Advertising (Net Agency Commissions, if any) Revenue

Year	Independent	Lalon TV Inc
From initial phase, if collected by Lalon TV	50%	50%
If ad. be collected by Independent own self or its' representatives]	100%	0%

Year	Lalon TV will pay to Independent TV
April'13 to October'13	US \$0.0 dollars
November'2013 to continue	The minimum guarantee US \$.50 (Fifty Cents) dollars/per subscriber as a value added package. Detail Annexure-I attached.

- For bundled services, for any media, payment will be in direct proportion which the bundled revenue per subscriber bears to the a-la-carte revenue per subscriber.
- For broadcast of Independent's Programming through any media in Canada, the above payments will be in Canadian Dollars.
- Both parties acknowledge and agree that there may be a free preview period up

- (a) Throughout the Term Independent shall provide first quality programming on a continual basis to Lalon TV and make the same available by transmission feed to Lalon TV in Bangladesh, Singapore or Hong Kong.
- (b) Independent will provide an electronic programming guide (EPG) at least two weeks in advance of the first day of each month. Any changes or updates to the EPG will be immediately emailed to Lalon TV.

5. Duties of Lalon TV:

- (a) Lalon TV shall use best efforts to maximize the distribution of the Independent and its subscriber base in the Territory throughout the term.
- (b) Lalon TV will pick-up signal from Bangladesh or Singapore or Hong Kong or London or any other convenient place and delivers the same to each and every platform after PAL to NTSC conversion.
- (c) Lalon TV will be responsible for the cleanup of the feed including any time delay, when needed and economically feasible.
- (d) Lalon TV Inc. will rebroadcast to any media without making any modification to content provided by Independent Programming.
- (f) LALON TV will bear all cost to bring Independent's signal from Bangladesh to North America
- (g) LALON TV will provide and bear cost for all legal protection of Independent's content in North America.

6. Representations and Warranties:

(a) Representations by Independent.

Independent hereby represents and warrants to Lalon TV as follows:

(i) Due Incorporation, etc. Independent has the corporate power and authority and all necessary governmental approvals to enter into the transactions covered by this Agreement.

Authorization, No Conflicts, etc. This Agreement has been duly and validly executed and delivered by Independent and constitutes a valid and binding agreement of same, enforceable against Independent in accordance with its terms.

(ii) Consents and approvals, To Independent's knowledge, no consent, approval or authorization, declaration, filing, or registration with, any United States or Bangladeshi governmental or regulatory authority is required to be made or obtained by Independent in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(iii) Survival. The representations and warranties made by Independent herein shall expire on the termination or expiration of this Agreement.

(b) Representations by Lalon TV

Lalon TV hereby represents and warrants to Independent as follows:

(iv) Survival. The representations and warranties made by Lalon TV herein shall expire on the termination or expiration of this Agreement.

7. Cooperation.

The parties shall deal with each other fairly and in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

8. Exclusivity.

The parties agree that it's a non-exclusive broadcast rights and Independent shall engage or enter into any partnerships, broker relationships or other similar agreements with third parties with respect to the Independent in the territory.

9. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if and when delivered personally, or sent by facsimile transmission (with confirmation by recognized international courier such as Federal Express or DHL, which provides service between the United States and Bangladesh), or by registered international courier such as DHL or Federal Express or some other reputable overnight carrier which provides service between the United States and Bangladesh (or when delivery is rejected or refused), to the parties at the following addresses and facsimile numbers:

If to INDEPENDENT., addressed to

Independent Television Limited
149-150, Tejgaon I/A, Dhaka- 1208
Bangladesh
Attn: Bankim Chandra Roy

If to Lalon TV Inc., addressed to:

Lalon TV Inc.
34-27 Steinway ST
Astoria, NY 11101
Attn: Ahmodul Barobhuiya
CEO

Or to such other place and with such other copies as many designate by written notice to all other parties provided in the manner set forth herein.

In case of any disagreement, misunderstanding or dispute arising between the parties - the parties shall try resolving the issue on mutual discussion between the representatives of the parties concerned. But in case the disagreement, misunderstanding or dispute cannot be resolved mutually, the matter shall be referred to an Arbitrator who will be selected by mutual consent of both the parties concerned. The opinion /verdict of the Arbitrator shall be binding on both the parties.

11. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, rule, or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

12. Entire Agreement.

This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement, including the schedules and exhibits hereto contains the sole and entire Agreement between the parties hereto with respect to the subject matter hereof. This Agreement may be modified or amended only in a writing duly executed by or on behalf of each of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and facsimile signatures hereof shall be deemed effective and binding as original signatures.

14. Headings, Gender etc

The headings used in this Agreement have inserted for convenience, do not modify the terms of this Agreement and do not constitute matter to be construed or interpreted in connection with this Agreement. Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender; (b) words using the singular or plural number, respectively; (c) references to "hereof," "Herein," "hereby" and similar terms shall refer to this entire Agreement and (d) the words - "include" and "including" shall be construed as incorporating but not limited to" or "Without limitation." The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express that mutual intent and no rule of strict construction shall be applied against any person. References to Schedules and Exhibits of this Agreement shall be, deemed to refer to such Schedules and Exhibits as supplemented or amended as applicable.

15. Employees.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that neither Lalon TV nor Independent may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the and date first written above.

INDEPENDENT TELEVISION LTD.

By: M. Shamsur Rahman

Its: Managing Editor



LALON CABLE TV INC.

By: Ahmodul Barobhuiya

Its: CEO



EXHIBIT I

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ JAN 24 2018 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
STAR CABLE NA, INC.,

Plaintiff,

-against-

LALON TV, INC., HABIBUR RAHMAN,
SHAHINUL KARIM, SHAHIDUL BARI,
SYED S. AHMED, AHMODUL BAROBHUIYA
and TOTAL CABLE BD.COM,

Defendants.
-----X

STIPULATION OF DISMISSAL WITHOUT PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, by and between the plaintiff, Star Cable NA, Inc. ("Plaintiff"), and the defendants, Lalon TV, Inc., Habibur Rahman, Shahinul Karim, Shahidul Bari, Syed S. Ahmed, Ahmodul Barobhuiya and Total Cable BD.com ("Defendants"), in accordance with Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure, that this action is hereby dismissed without prejudice and without costs and attorney's fees.

This stipulation may be filed with the Clerk of the Court without further notice.

IT IS FURTHER STIPULATED AND AGREED that a fax or PDF copy of this Stipulation shall have the same force and effect as an original.

Dated: January 22, 2018

HOGAN & CASSELL, LLP

Attorneys for Plaintiff, Star Cable
NA, Inc.

By: Michael Cassell
Michael Cassell, Esq.
500 North Broadway, Suite 153
Jericho, New York 11753
516-942-4700

BHATIA & ASSOCIATES, PLLC

Attorneys for Defendants, Lalon TV, Inc., Habibur
Rahman, Shahinul Karim, Shahidul Bari, Syed S.
Ahmed, Ahmodul Barobhuiya and Total Cable
BD.com

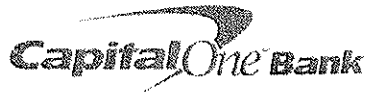
By: Satish K. Bhatia
Satish K. Bhatia, Esq.
38W 32nd Street, Suite 1511
New York, New York 10001
212-239-6898

The Clerk of Court is directed to close This case
SO ORDERED

/s/ Sandra J. Feuerstein
United States District Judge
Sandra J. Feuerstein

Date: January 24, 2018
Central Islip, New York

EXHIBIT J



OUTGOING WIRE FUNDS TRANSFER

REGION: _____ BRANCH/DEPT: ASTORIA BROADWAY _____ OFFICER: NB611 _____
 WIRE TYPE: Domestic _____ COUNTRY CODE: _____ CASE NO: 64123222 _____
 AMOUNT OF WIRE: \$450,000.00 _____ FEE: \$0.00 _____
 ACCOUNT BALANCE PRIOR TO WIRE: \$ _____ COST CENTER: 46484 _____

ACCOUNT NO. TO DEBIT: [REDACTED] 151 _____
 TITLE/ADDRESS: LALON TV INC
 DBA TOTAL TV'S-OPERATING
 DBA TOTAL CABLE

CUSTOMER PHONE NO: _____
 CUSTOMER REQUESTING TRANSFER: [REDACTED]

TRUE ORIGINATOR/3RD PARTY SENDER

TRUE ORIGINATOR NAME: _____
 ADDRESS: _____
 ADDRESS: _____
 ADDRESS: _____
 TRUE ORIGINATOR ACCOUNT NO. _____

BENEFICIARY INFORMATION

BENEFICIARY ACCOUNT NO: [REDACTED] 9911 _____
 BENEFICIARY NAME: BARTA CLIENT TRUST ACCOUNT
 BENEFICIARY ADDRESS: 1801 CENTURY PARK EAST SUITE 1200
 LOS ANGELES, CA 90067

ADDITIONAL INFO:
 (ORIG TO BENE)

FINANCIAL INSTITUTION INFORMATION

RECEIVING BANK NAME: FIRST REPUBLIC _____ ROUTING NO: [REDACTED] 1099 _____
 BENEFICIARY BANK ID: _____ BENEFICIARY BANK ID CODE: _____
 BENEFICIARY BANK NAME: _____
 BENEFICIARY BANK ADDRESS: _____

INTERMEDIARY BANK ID: _____ INTERMEDIARY BANK ID CODE: _____
 INTERMEDIARY BANK NAME: _____
 INTERMEDIARY BANK ADDRESS: _____

BANK TO BANK INFO: Asia TV USA Ltd. v. Lalon TV Inc.
 et al; Case No. 1:16-cv-6873-AJN-OTW

REFERENCE #: _____